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

In the Matter of the Marriage of: ROBERT JOHNSON, Petitioner, and MEGHANN JOHNSON, Respondent.	DECREE OF DIVORCE Case No.: 254701915 Honorable Judge: Jennifer Valencia Honorable Commissioner: Christina Wilson
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This matter is before the Court on Petitioner's Verified Petition for Decree of Divorce, filed December 15, 2025. Respondent filed an Answer and Counter Petition on January 22, 2026. The parties entered into a *Stipulation and Settlement Agreement*, and the Court having received the parties' *Stipulation and Settlement Agreement*, which fully resolves all issues in this case, along with all other necessary documents on file in this matter, and having heretofore entered its *Findings of Fact and Conclusions of Law*, and now being fully advised in the premises, and for good cause appearing, hereby enters the following *Decree of Divorce*:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The parties are granted a divorce based on the grounds of irreconcilable differences.

Provisions Relating to Child Custody and Parent-time

2. The Petitioner and Respondent are awarded the joint legal custody of the parties' minor children, in accordance with the terms of the Parenting Plan contained herein.
3. The minor children shall attend school based upon Respondent's residence.
4. All pickup and drop off of the minor children shall occur as the parties can agree. If they cannot agree, the parent beginning his or her parent time will be responsible to pick up the minor children. Unless the parties agree otherwise, they shall observe school-to-school exchanges when school is in session and curbside pickups when school is not in session.

PARENTING PLAN

5. The objectives of this parenting plan are the following:
 - a. to provide for the children's physical care
 - b. to provide for the children's emotional stability
 - c. to provide for the children's changing needs as they grow and mature so as to minimize future parenting plan modifications
 - d. to set forth the authority and responsibilities of each parent with respect to the children
 - e. to minimize the children's exposure to harmful parental conflict
 - f. to help minimize any conflict between the parents
 - g. to provide for and foster appropriate, civil and continuing communication and cooperation between the parents and guidelines regarding their

communication and resolution of any conflicts

h. to encourage the parents to meet the needs of their child and their responsibilities as a parent through agreements and cooperation instead of relying on judicial intervention; and

i. To protect the best interests of the children.

6. The parties understand the objectives of this parent-plan and believe they are both dedicated parents who desire to create a structured parenting relationship for the benefit of their children and that their focus is the needs and interests of the children.

7. The parties realize that they both are important to the children; that the children need their active support, and the parents agree to respect each other's role as a parent and their decisions with regards to the children.

8. The parties agree that to have a successful parenting relationship they will need to be flexible with the other parent.

9. As such, the parents understand and agree to develop and maintain good communication with each other and to establish a cooperative working relationship based upon trust, compromise, the sharing of information and open, honest, and frequent communication between them regarding the children.

10. The parents understand that communication between them shall be civil and shall be regarding the health, welfare, education, and all other interests of the children.

11. The parents understand that a conflict between them causes emotional trauma and pain to their children and this conflict shall be avoided.

12. The parents understand that consistency between the households is important regarding the children's schooling, discipline, etc.

13. The parents understand that this parent plan is not to not try to control anyone, but to give us freedom to conduct ourselves how we wish in our own homes. It's a playbook we follow when and if we ever need to engage together about certain specific subjects about our children. To know what the policy is and what needs to be said and what needs to be done.

PARENTING PLAN PROVISIONS

14. We are committed to this Parenting Plan and will share in the parenting of our children. This Plan does not address child support obligations or other legal issues, which will be resolved in the Divorce Decree.

15. We will use our best efforts to parent cooperatively, keeping our children's best interests at the forefront. Our children's needs will be paramount when addressing child-related issues and concerns.

16. Neither of us will denigrate or disparage the other parent or members of their extended family, either overtly or covertly, in any communication with our Children or in their presence. We will advise others, including our extended families and friends, to maintain the same standards, refraining from criticizing the other parent to or in front of our Children.

17. We will not speak with our Children directly or indirectly about any issues related to child support, property, and financial issues (e.g., activity fees, medical bills, etc.) between us.

18. We will not ask our Children to relay information between us and they will not be a "letter carrier," but rather we will communicate directly with one another about issues related to

this Plan or other contentious issues. We will not communicate with each other about parenting or other issues about our relationship at transition times, joint activities, or special events, except to address immediate childcare issues.

19. We will always be polite and respectful to each other, especially when our Children are present or nearby. In the presence of our Children or in public places, we will greet each other cordially. We will not discuss contentious issues in front of our Children. If one of us considers a discussion is not courteous, we will discontinue the conversation and will take the issue up at a different time.

20. We will respect each other's privacy and towards that end will refrain from initiating discussion or questioning our Children about the other parent's personal lives and activities.

21. We will not interfere directly or indirectly into the life, activities, or routines of our Children when they are with the other party. Without the written consent of the other party, neither of us will schedule activities during our children's time with the other parent other than school and agreed upon extra-curricular activities. If a parent chooses to enroll the child in an activity without consent, they will not expect the other parent to take them to the activity.

However, both parents understand the importance of activities and will work together to make sure the children are participating in extra-curricular activities.

22. Both parties agree neither party shall use or consume any illegal drugs, alcohol to intoxication, nor shall either party misuse any prescribed medication during any period when they shall have the children.

23. Both parties acknowledge that the parties' own attitude and behaviors toward the other

parent are likely to be mirrored by the children and each of the parties shall create an example of positive behavior that they would have imposed upon the other parent.

24. Both parties agree that if there are any guns in the household where the children are staying, the parent whom they are with shall ensure that the guns are locked up and not accessible to them.

PARENTAL COMMUNICATION

25. Our children have one life and two homes. They will reap benefits from knowing that both of us know about, and are involved in, their significant life events, whether those are positive or negative. To foster consistency, predictability, stability, and continuity of care for our Children, we will communicate regularly regarding their routines, activities, and experiences. For now, and until we agree otherwise, we will communicate by text or email. For time-sensitive matters, during emergencies, we will communicate by text or telephone.

26. Under regular circumstances, we will respond to communication within 24 hours. If we become aware or anticipate that we will not be able to do so, we will let the other party know. If a reply to a question and/or a request for a change requires more time than the agreed response time of every 24 hours, we will advise that the requested information cannot reasonably be ascertained by then and advise when a response can be expected. The time must be designated (e.g., I need another 24 hours, or I will get back to you by 3pm Friday).

27. All communications, written or otherwise, will be child-focused, cordial, and to the point about our Children. We will always remain courteous and polite in communications with each other. In addition, we will refrain from including information that reflects our personal opinions

and feelings about the other parent and concentrate on deciding what is in our Children's best interests. Any concerns or questions are permitted and will be presented neutrally without blame or criticism. There will be mutual respect for differences in parenting style and approach between the homes.

28. All non-emergency communication between Robert and Meghann will be in writing. A response regarding non-emergency communication will be responded to within 24 hours with the exception of travel or cell coverage issues.

29. Each party agrees that if there is any change, they will notify the other of any new address and/or telephone number within 24 hours of the change.

30. Neither of us will make plans for our Children when they are scheduled to be with the other parent without first having the consent of the other parent. In addition, we will discuss proposed changes to the schedule first with the other parent, and prior to mentioning anything to the Children about a change or a special activity.

CHILD COMMUNICATION

31. We acknowledge that virtual parent time and telephone communication are alternate forms of access that can be beneficial for our Children. We also recognize that our Children may be unwilling to spend more than 5 or 10 minutes on any call.

32. The children may be allowed to contact the non-visitation parent and/or member of that parent's household whenever they elect, whether that be through a phone call or a facetime, without restriction or limitation. In connection with this, however the children shall not be required, made to, or otherwise pressured to initiate communication with a parent and/or member

of their household. Each parent will provide a device (e.g., tablet, laptop, phone) for the Children to make their calls. The Children will be prompted to go in their room and complete their call, in privacy.

EXCHANGES

33. If school is in session, the parent time exchange will be as follows: the parent who is exercising their parent time period is responsible to take them to their school/ activity in the morning at the conclusion of their last overnight of parent time, and the parent who is commencing their parent time period is responsible to pick them up from school/ activity of that same day in order to commence their parent time period.

34. Each party is responsible to transport the children to and from school during their parent time and is responsible for their timely arrival to and pick-up from school; provided, however, that both parties may, from time to time, use a third party responsible adult known to the other parent for transportation, as long as it is communicated to the other parent in advance, and as long as it is the exception as opposed to the norm.

35. If either party is running more than 10 minutes late, a courtesy text is required, without a criticizing response from the other.

36. If either party needs help with exchanges, they are allowed to do so with someone the children know.

DAILY DECISIONS

37. The resident parent will make day-to-day decisions.

38. Neither parent will send messages regarding the parent's day-to-day decisions of the

child's diet, clothing, or anything else of that nature. This does not prohibit parents discussing these topics, but it does prohibit the parties from critiquing those topics. The parents understand that they will both parent differently. The parties shall discuss issues in a non-confrontational manner understanding they may have different opinions on day-to-day matters.

EXTRA TIME

39. We will communicate in writing by email or text about a request for a change or modification to the regular or holiday schedule when the need for a change arises and with as much notice as possible. A response will be provided as soon as possible, and in any event within 24 hours of receiving the notice. If a definite answer cannot be given within that time, the parent will advise when they expect to respond about whether the change is agreeable. Important requests will not be denied (e.g., a wedding or funeral of an immediate family member) unless the child is on a planned vacation, that the other parent was notified of, before the request. The events will only be attended by the Children and the parent it involves, unless otherwise agreed.

40. Rite of Passage-We recognize the importance of our Children being able to celebrate special occasions with family (e.g., family weddings, birthdays, special anniversaries, etc.) and every effort will be made for them to attend. This applies when either of us would like to have the children for a special occasion when the scheduling of this occasion is out of our control. The parties shall incorporate U.C.A.§30-3-33.

41. If extra time is needed outside of your documented visitation time, a minimum of 72 hours will be given in writing to the co-parent to consider the request.

42. An extra time request is to be responded to within 12 hours of receiving the request.

43. If a co-parent refuses an extra time request, we both agree to give a reason as to why, in writing, within 12 hours of receiving the request.

44. If the requested extra time is approved by the other co-parent, the parent giving up the time may request a swap for the time given up, or they may choose to give up that time with no swap.

45. If a parent cannot give or swap time, both parties agree not to hold it against the other parent if they request extra time later.

SICK CHILD

46. When our child is ill or is residing with either parent for uninterrupted vacation time, the resident parent will provide text updates on their condition.

47. Both parties agree that if the children wakes up sick, that we will do our best to agree on the right plan for them for the day, if either parent is able to take work off to be home with the children, they shall take care of her before either parent finding care, but the parent whose time it is shall be responsible for finding care.

48. Both parties agree that in an emergency, if both of us can't be in the same room at the same time with the children, we agree to rotate an hour on and an hour off. Both parties agree that no significant others are allowed unless you are the one that's in the room.

49. Timely updates within 24 hours by text will be provided by the transporting parent regarding the outcome of all medical or other health care appointments. Any medical records, receipts, or forms received at the appointment or regarding the appointment will be uploaded and attached to email or text message.

NON-VISITATION TIME

50. When we see the children in public with the other co-parent, and they request to go see the non-visitation parent, we will allow them to do so.

51. A reasonable time (no more than 15 minutes) may be spent by the children talking to the non-visitation parent in public, at that point the non-visitation parent will ask the children to go back to the visitation parent.

APPOINTMENTS

52. Meghann will be responsible for making the children's routine doctor, dental, vision, school, physical appointments and she shall give Robert notice, in writing, of the date and time once the appointment is made. Robert and Meghann are both welcome to be at the appointments that are set during the others parent-time.

53. If the other party is not in attendance at the appointment, the party attending will give written notice of how the appointment went within 24 hours.

EDUCATION

54. Our Children will attend school located in the boundary of Meghann.

55. Meghann is responsible for signing the children up for school.

56. Both agree to split the school registration fee 50/50, Meghann will give Robert proof of the amount of the registration fee and Robert will reimburse Meghann his half within thirty (30) days of receipt of the documentation.

57. The parties will each pay 50% of the school lunch fees and will work to pay the school directly for their share. Failure to timely comply with payment will result in the paying party

paying the full amount and then seeking reimbursement within 30 days. If reimbursement is not made within 30 days, the paying parent may file a Motion to Enforce or seek a special master as more fully laid out in the Decree.

58. Any required school supplies for the children including but not limited to: bookbag, school list of supplies, PE shoes, lab fees etc. Robert and Meghann agree to split 50/50. The parties will alternate getting the items for the children each year.

59. We will each contact the school and provide our name and contact information. The school will have the names and contact information for both parents to call in case of an emergency. We will notify one another of any changes to the contact information. We may each add one additional emergency contact person to the list.

60. We may attend parent-teacher meetings together or separately.

61. When the teacher sends one item home with the children instead of 2, the parent who receives it agrees to send a picture of the item once they receive it, and they agree to make a copy of it and give it to the other parent by the next exchange or scan and email the copy by the next exchange if requested.

62. Whichever parent whose parent time it is that takes the children to their first day of school, we agree to send the other parent a picture of them that morning ready for school.

63. School calendars are available from the school. We each have the right to make inquiries and to be given information from the school about any issues arising with respect to our Children's education. Each of us will be entitled to receive directly from the school copies of report cards and any other documents. It is each parent's responsibility to stay up to date on any

relevant educational matters (e.g., professional activity days, special events, field trips, concerts, parent-teacher meetings, etc.). We will make our own arrangements with the school directly to receive all the notices, newsletters, report cards, etc.

64. We will notify each other of any potential major educational decisions (e.g., programs, school class placement, psycho-educational testing, remedial assistance, enrichment, speech therapy, tutoring, etc.) within 24 hours of notice. Together or separately, we will consult with the educational professionals. We will use our best efforts to make mutually agreeable decisions in consultation with the professionals. In the event we cannot agree, we will follow the dispute resolution steps identified in this parent plan.

SPORTS/EXTRACURRICULAR ACTIVITIES

65. The children's preferences regarding activities and lessons will be considered and given age-appropriate weight.

66. Both parties agree to support the children's participation in organized sports and extracurricular activities in which they request to participate in.

67. We will encourage the children to fully participate in their activities and lessons that have been agreed upon in writing in advance with neither party unreasonably withholding consent. It is understood that the Children will attend these activities reasonably and consistently, and the resident parent is responsible for transportation to and from the activities. The resident parent will decide when from time-to-time the Children will not attend because of illness or other special circumstances.

68. The parties will discuss the activity the children request to participate in and if both agree

in writing they shall split the costs of that activity 50/50.

69. Any agreed upon activity will be evenly split. A list itemizing equipment/uniforms/fees associated with the activity, together with the cost of each item; shall be prepared and given to the other party in writing. The parent who incurred the cost will supply the other with a receipt or documentation and the other party will reimburse the other within thirty (30) days of receipt of the documentation.

70. Both parties agree to split the registration costs/monthly payments 50/50 for those agreed upon in writing activities. The parent who incurred the cost will supply the other with a receipt or documentation and the other party will reimburse the other within thirty (30) days of receipt of the documentation. The parties will work to each pay their 50% share to the providers directly, if it is an option.

71. If an activity the children request to participate in is not agreed upon by both parties, the parent wishing to enroll them in that activity will take on all costs associated with the activity. The non-agreeable parent will still support the children by taking her to her practices/activities on their parent time unless she is sick or on vacation and will notify the other parent as soon as they have made the decision.

72. Both parties will allow the children to participate in the activity during their parent time and will not interfere with the child's involvement or responsibility in connection with the activity unless they are on vacation.

73. All games/practice schedules will be shared with the other co-parent in writing within 48 hours of receiving the schedule.

74. During extracurricular activities, both parties agree that each, as well as any guests, are entitled to, encouraged to go, and welcomed at the event to watch the children. We agree to make the children's activities comfortable and enjoyable for them. We will remain cordial and not discuss child-related arrangements or any contentious issues at that time and will require any of our guests to also remain cordial to the other parent.

75. Both parties agree that if they need help getting the children to or from any activity, they are welcome to ask the other for help.

76. Both parties agree that the Children will be directed by the resident parent to connect with the non-resident parent before and/or after the event. The resident parent will communicate to the Children that they can take a few minutes after the event to speak to their non-resident parent and the resident parent will be waiting in the car/lobby/parking lot for them.

BRACES

77. Both parties agree to put braces on the children if the dentist/orthodontist makes the recommendation.

78. Both parties agree to transport the children to and from her orthodontist appointments when it is our visitation time.

79. Both parties agree to split the cost of the children's braces 50/50. The parties shall set up divorce billing and pay the provider directly their one-half share.

SOCIAL MEDIA

80. Both parties agree that if we are going to post any pictures of the children, our social media accounts be private.

- 81.** Both parties agree that any posts about our children will be positive in nature and never in a negative nature towards the other parent.
- 82.** Both parties agree not to air our dirty laundry on social media.
- 83.** Both parties agree if we are in a romantic relationship, that we will advise that person not to talk negative of our co-parent on social media.
- 84.** When the children are old enough to have their own social media, both parties agree to know their log in information and monitor what goes on, on their accounts to keep them safe.

CLOTHES

- 85.** Each parent will be responsible for purchasing clothes, shoes, and coats for each household at their own expense. Both parties agree to send back the clothing of the other if it ends up at their house unless it is a jointly shared item.
- 86.** On special occasions, a parent can request a certain type of clothing be packed or worn for said occasion, but that clothing will be given back at the next exchange.
- 87.** We will each have toiletries, pajamas and as many belongings as possible for each Child in our homes. These items will not travel back and forth.
- 88.** We will ensure that any clothing, electronic devices, or toys that move between the two homes rotate freely and are returned promptly as decided by the children.

VEHICLE

- 89.** Both parties agree to split any costs of the children taking drivers education and getting her license 50/50. The parent who incurred the cost will supply the other with a receipt or documentation and the other party will reimburse the other within thirty (30) days of receipt of

the documentation.

90. Both parties agree that they will split the cost of vehicle insurance for the children. The children will be covered on Meghann's policy unless it is more cost effective to do otherwise. Meghann will let Robert know his half of the children's portion of the vehicle insurance and he will reimburse Meghann his half within thirty (30) days of receipt of the documentation.

91. If the children are in a position that they can have a job, the parties will work together to have the children pay their vehicle insurance or pay a portion of the insurance. Otherwise, the parties will equally split the insurance.

TRIPS/VACATION

92. Both parties agree to sign for the children to get their passport, and to resign once it expires until they are old enough to sign for themselves.

93. The children's passport will be kept at Robert's house, unless Meghann needs it for a trip out of the country, then it will be given to Meghann for that trip, and then returned to Robert after the trip.

94. If either party plans to travel more than 50 miles from their residence with the children and they will be gone overnight, they will inform the other in writing before they go. If either party plans to travel out of state with the children, they will notify the other before they leave the state of Utah or as soon as it's booked. If either party plans to travel out of the country with the children, they shall provide 30 days' notice.

95. With notice in writing, we may travel with the Children during our regular or holiday scheduled time with them. Proposed travel that would involve changes to the regular or holiday

schedule requires the written consent of our co-parent.

96. We will provide full itinerary information (i.e., dates of departure and return, location, accommodation name and address, flight, or train number) to the other parent before the departure if travel extends overnight.

RELATIVES

97. Both parties agree that it is in the children's best interest, and they will benefit from maintaining ties with grandparents, extended family, and other people important to them. To this, the parties shall encourage them to maintain a relationship with grandparents and other relatives.

98. Both parties agree that when the children are old enough to have their own phone, they can have communication with grandparents/extended family if they wish during their non-visitation time so long it does not unreasonably interfere with the others parent time.

DECISION MAKING

99. Once a parent receives knowledge related to a major decision, we will communicate through the texts within 24 hours. Major decisions are related to the child's Medical Health, Dental Health, Mental Health, and/or educational needs.

100. If we are unable to come to a decision at that time, we will reach out to an expert/professional in the area of dispute (e.g., doctor, dentist, therapist, teacher) to receive feedback and guidance toward the decision making.

101. If still no agreement, then Meghann will have presumptive decision making regarding medical health, dental health, mental health, and education.

102. If Robert disagrees with the decision being made, he may object with the court.

MISCELLANEOUS PROVISIONS

103. Any waiver of breach or default hereunder shall not be deemed a waiver of any subsequent breach or default. If either party fails in due performance of any of his or her obligations hereunder, the aggrieved party shall have the right to sue for damages for the breach therefore, or to seek such other legal remedies as may be available to him or her, including attorney fees and costs.

104. If either party does not follow the policies signed by a judge in this agreement, they may be held in contempt.

105. In the event that either party moves more than 150 miles from the residence of the other parent, the parties shall follow the provisions contained in Utah's Relocation Statute, codified at U.C.A. § 81-9-209.

END OF PARENTING PLAN

Provisions Relating to Physical Custody and Parent Time

106. The parties shall be awarded joint physical custody of the minor children, with Petitioner exercising parent time every Thursday overnight, every other weekend from Friday through Monday morning, and one Monday overnight per month, which will either be the 1st Monday of the month or the 3rd Monday of the Month. Petitioner must make an election within seven (7) days of the signing of this Agreement as to whether he will exercise his one Monday overnight per month on the 1st or the 3rd Monday. Once Petitioner has made this election, it may not be changed unless the parties mutually agree in writing.

107. The parties will utilize school-to-school exchanges during the school year, and curbside

exchanges in the summer and on exchanges days during the school year when school is not in session.

108. When school is in session on parent time exchange days, the party beginning his or her parent time shall pick the children up from school at the end of the children's school day. Both parties shall be responsible to transport the children to and from school during their respective blocks of parent time during the school year.

109. When school is not in session on parent time exchange days, the party beginning his or her parent time shall pick the children up curbside from the other party's residence at 9:00 a.m.

110. For holiday parent time, the parties shall follow the holiday parent time chart contained in Utah Code Annotated § 81-9-302, filed concurrently herewith as Exhibit A and incorporated herein by reference, but only for the following holidays: Spring Break, Independence Day, Thanksgiving, Winter Break, the Children's Birthdays, Mother's Day, and Father's Day. Solely for purposes of interpreting the rotating holiday parent time schedule, Petitioner shall have the "custodial" holiday rotation and Respondent shall have the "non-custodial" holiday rotation.

111. For extended summer parent time, each of the parents shall designate two consecutive weeks to exercise uninterrupted parent time during the summer when school is not in session. Petitioner will have the first choice of dates for extended summer parent time in odd-numbered years, and Respondent will have the first choice of dates for extended summer parent time in even-numbered years. The party with first choice shall notify the other party of his or her designated 2-week period no later than April 15th, and the other party shall then provide notice of his or her designated 2-week period no later than May 1st. If the party with first choice fails to

timely notify the other party of his or her designated 2-week period by April 15th, then the other party shall have first choice to designate his or her 2-week period for that year. The 2-week extended summer parent time referenced herein shall take precedence over all other holidays except for Mother's Day and Father's Day.

112. Both parties shall have a right of first refusal to care for the children during the daytime (working hours) when the children are out of school and the parent whose parent time it is supposed to be is unable to care for the children personally. The parties shall have an affirmative obligation to contact the other parent in these instances and offer the other parent the opportunity to care for the children before placing the children in surrogate care. The parent exercising the right of first refusal shall be solely responsible for all associated transportation obligations and shall deliver the children back to the other parent as soon as the other parent is off work and personally available to care for the children.

Provisions Relating to Child Support:

113. Petitioner works full time earning a gross monthly income of \$7,280.00 for purposes of child support.

114. Respondent does not work full time, but agrees to be imputed with a gross monthly income of \$7,280.00 for purposes of child support. This is based on Respondent's rate of \$42.00 per hour as a dental hygienist, imputed at 40 hours per week, which the parties acknowledge is more than Respondent historically worked during the marriage.

115. Based on the parties' incomes, and with 220 overnights per year assigned to Respondent and 145 overnights per year assigned to Petitioner, Petitioner shall pay child support to

Respondent in the amount of \$679.00 per month, which is consistent with the requirements of Utah's Child Support Guidelines.

116. The child support obligation of both parents shall continue until the month after the children become 18 years of age, or until the month after the children's normal and expected date(s) of graduation from high school, whichever occurs later.

117. Unless otherwise mutually agreed, child support shall be payable one-half by the 5th day of each month and one-half by the 20th day of that month. Child support due and not paid by the 5th day of each month shall be deemed delinquent on the 6th day of the month. Child support due and not paid by the 20th day of each month shall be deemed delinquent on the 21st day of the month. Petitioner shall make his child support payments to Respondent via direct wire transfer to her bank account.

118. Either party shall be entitled to establish an account with the Office of Recovery Services ("ORS") for the purpose of collecting, enforcing and modifying child support. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the party who requests the services of ORS.

119. The child support obligation shall automatically be adjusted when each child turns eighteen (18) years old or graduates high school during his or her normal and expected year of graduation, whichever occurs later, pursuant to U.C.A. § 81-6-213, without the need to obtain a modified order for child support.

120. Both parties shall be equally responsible for any public education or school costs associated with the minor children.

Provisions Relating to Health Care Expenses and Insurance:

121. The following medical/dental insurance and medical/dental expenses provisions shall be binding on the parties:

122. If insurance for medical or dental expenses is available or becomes available to either parent at reasonable cost, and is accessible to the children, the parent(s) shall be responsible for maintaining insurance for their dependent children.

123. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent children.

124. If a parent remarries and his or her dependent children are not covered by the parent's health, hospital or dental insurance plan but are 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 children.

125. In the event it would not be cost effective, or there would be no added benefit in having dual insurance coverage, then the parent who can obtain the most favorable coverage shall maintain that coverage.

126. The parties shall share equally the cost of the children's portion of any healthcare or dental insurance premiums actually paid; provided, however, that during any period of time in which both parties have comparable coverage for the children under their employer-sponsored

healthcare plans, each of the parties shall be solely responsible for his or her own healthcare insurance premiums.

127. Each party's portion of the premiums shall be calculated by dividing the monthly premium amount by the number of people covered by the policy and then multiplying the result by the number of minor children, in this case, two.

128. The parties' respective obligations to pay half of the children's portion of any insurance premiums shall be calculated. If a net amount is owed by the parent paying child support, it shall be added to the child support obligation each month. If a net amount is owed to the parent paying child support, it shall be deducted from the child support obligation each month.

129. As of the date of the Agreement, Petitioner is providing healthcare insurance coverage for the children under his employer-sponsored healthcare plan. Petitioner will continue to provide this coverage as long as it remains available to him at a reasonable cost. As of the date of the Agreement, Petitioner's healthcare plan covers four (4) individuals, and the monthly premium cost per person is \$231.02. Thus, so long as the cost of the monthly premiums remains the same, Petitioner is entitled to a child support offset each month in the amount of \$231.02, which represents Respondent's share of the children's portion of the monthly insurance premiums. After factoring the offset, Petitioner will pay child support to the Respondent in the amount of \$447.98 each month ($\$679.00 - \$231.02 = \447.98). Petitioner will notify Respondent of any change in carrier, coverage, or cost in the insurance premiums within 72 hours of receiving notice of the same from his employer or the healthcare plan provider, in which case the parties will recalculate the premium offset based on the new monthly premium cost.

130. Each party's obligation to pay their one-half (½) of the child's portion of such premiums shall arise upon timely receipt of the information necessary to compute the amount owed.

131. The term "health care expenses" shall include, but not be limited to: medical, dental, orthodontic, optical, prescription, mental health care / therapeutic expenses, etc., for the child.

132. The parties shall share equally all out-of-pocket health care expenses for the children, including, but not limited to, the children's deductibles, copayments, and all other reasonable and necessary uninsured health care expenses.

133. The parent who incurs out-of-pocket expenses shall be required to provide, to the other parent, written proof of the cost of said expenses and proof that payment was made, within thirty (30) days of the date when payment was made. The other parent shall be required to remit his or her portion of said expenses to the parent who incurred the expenses within 30 days of receiving written proof of the cost and proof that payment was made.

134. If the parent providing insurance coverage, or incurring an uncovered expense, fails to comply with the requirements listed above, he or she shall be denied the right to receive credit, or demand payment, for any expenses incurred more than thirty (30) days prior to the date when all required information and documentation is provided.

Provisions Relating to Child Care

135. Each of the parties shall be solely responsible to pay for the costs of childcare during their respective parent time blocks, without any right of contribution from the other.

Provisions Relating to Taxes

136. Petitioner has already filed his 2025 tax return and he claimed T.L.J. Respondent shall be

allowed to claim M.L.J. on her taxes for 2025.

137. Prospectively, beginning with the 2026 tax year, the parties shall share the tax credits and benefits attributable to the minor children for so long as the children can continue to be claimed on the parties' tax returns. When there are two minor children, the Petitioner shall claim T.L.J. and the Respondent shall claim M.L.J. for tax purposes. When T.L.J. can no longer be claimed, the parties shall alternate years for claiming M.L.J., with Respondent claiming M. L.J. for the first such tax year.

138. Petitioner's ability to claim any tax credits or benefits attributable to the minor children shall be contingent on Petitioner being 100% current on all child support payments and other financial obligations required by the Decree of Divorce as of December 31st of the tax year in question. If Petitioner is not current on all such obligations as of December 31st of the tax year in question, the credits and benefits in question shall revert to the Respondent for that tax year.

Provisions Relating to Alimony

139. Neither party shall receive alimony from the other, neither now nor in the future.

Provisions Relating to Personal Property and Financial Accounts

140. Each party shall be awarded the separate, personal property that he or she acquired prior to the marriage or after the parties separation.

141. Respondent shall be awarded the chest freezer currently located in the garage of Petitioner's residence. Within 60 days from the signing of the Agreement, Respondent will be allowed to come to Petitioner's residence with a truck in order to pick up the chest freezer.

142. All other items of personal property acquired by the parties during the marriage shall be

awarded to the person currently in possession.

143. Petitioner will meet the Respondent at America First Credit Union within 30 days of the parties signing the agreement for the purpose of transferring and delivering to Respondent the title to the 2013 Hyundai Sonata. Respondent shall be solely responsible to pay off the remaining debt on this vehicle, which is estimated to be approximately \$500.00.

Provisions Relating to Real Property

144. There is no real property that needs division in this matter.

Provisions Relating to the Allocation of Debts

145. The parties are unaware of any joint debts. Each of the parties shall be solely responsible for any debts held in their individual names.

Provisions Relating to Retirement Accounts

146. As a means to effectuate an equal division of the marital portions of the parties' respective retirement accounts, Petitioner will receive the sum of \$18,347.80 through entry of a Qualified Domestic Relations Order which will direct the plan administrator for Respondent's IRA with Ascend Investments to segregate the account and deposit the sum of \$18,347.90 into an IRA in Petitioner's name. Petitioner shall be responsible for the costs and attorney fees associated with entry of the QDRO and the segregation of the account by the plan administrator.

Miscellaneous Provisions

147. Respondent shall be restored the use of her former name, McAbery if she so chooses.

148. The parties are duly ordered to execute and deliver all documents necessary to effectuate the terms in the Decree of Divorce.

149. Both parties shall be responsible for their own attorney fees incurred in this litigation.

150. In the event that either party fails to perform his or her obligations under the Agreement or under the *Decree of Divorce*, such person shall be required to pay all costs and attorneys' fees of the other party incurred in enforcing the terms of the Stipulation or the terms of the *Decree of Divorce*.

*****END OF ORDER*****

1. ***THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT THE TOP OF THE FIRST PAGE WHEN SIGNED AND ENTERED BY THE COURT.***
- 2.
- 3.

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rule of Civil Procedure 7, the foregoing proposed *Decree of Divorce* will be submitted for signature by the Court at the expiration of seven days from the date listed below, unless written objection is filed with the Court within that time period.

DATED: July 30, 2026

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 30th day of July, 2026, a true and correct copy of the foregoing *Decree of Divorce* was served upon the following via E-Filing, EMAIL to:

Caleb Sessions
579 Heritage Park Blvd. Suite 232
Layton, UT 84041
Email: caleb@sessionslawoffice.com
Attorney for Petitioner

/s/ Jennifer Rasmussen
Legal Assistant for
Jason T. Schow, Attorney at Law
Attorney for Meghann Johnson

Exhibit A

<i>Holiday</i>	<i>Holiday Time Period</i>	<i>Odd Years</i>	<i>Even Years</i>
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Dr. Martin Luther King Jr. Day.	Respondent	Petitioner
President's Day	(1) Holiday begins Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on President's Day.	Petitioner	Respondent
Spring Break	(1) Holiday begins at 5:30 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Respondent	Petitioner
Memorial Day	(1) Holiday begins Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Memorial Day.	Petitioner	Respondent
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 7:30 p.m.	Respondent	Respondent
Father's Day	(1) Holiday begins at 5:30 p.m. the day before Father's Day. (2) Holiday ends on Father's Day at 7:30 p.m.	Petitioner	Petitioner

Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 7:30 p.m. on the day following Juneteenth National Freedom Day.	Petitioner	Respondent
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 7:30 p.m.	Respondent	Petitioner
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 7:30 p.m.	Petitioner	Respondent
Labor Day	(1) Holiday begins Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Labor Day.	Respondent	Petitioner
Fall Break	(1) Holiday begins at 5:30 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Respondent	Petitioner
Halloween	(1) Holiday 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 3 p.m. if there is no school. (2) Holiday ends at 7:30 p.m. on the same day the holiday begins.	Petitioner	Respondent
Thanksgiving	(1) Holiday begins on the day that school dismisses for Thanksgiving. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Petitioner	Respondent

Winter Break (First Half)	(1) Holiday begins at 5:30 p.m. on the day that school dismisses for winter break. (2) Holiday ends on December 27th at 7:30 p.m.	Respondent	Petitioner
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7:30 p.m. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Petitioner	Respondent
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m.	Petitioner	Respondent
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m.	Respondent	Petitioner