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

IN THE MATTER OF THE MARRIAGE OF:

JONATHAN QUINN GUEST,
Petitioner,
and
LINDSEY POND,
Respondent.

DECREE OF DIVORCE

Case No.: 264700798

Judge: Joseph Bean

Commissioner: Julie Winkler

This matter comes regularly scheduled before this Court pursuant to the parties' Stipulation and Settlement Agreement filed with the Court. The Court, having reviewed the parties' Stipulation and being fully advised in the premises, and having previously entered its Findings of Fact and Conclusions of Law, now makes and enters the following Decree.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Residency: Petitioner is a bona fide resident of Davis County, State of Utah for three months immediately prior to the filing of this action.
2. Marriage Statistics: The parties were married on March 3, 2022 in Orem, Utah and are presently married. The parties separated on or about May 14, 2026.

3. Grounds: The parties have experienced irreconcilable marital differences rendering it no longer possible to continue in the marital relationship.
4. Children. The parties share two minor children: A.S. G. born 02/15/2023 and J.C.G. born 06/11/2024. No other children are expected.
5. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code §78B-13-201(1)(a) in that:
- a. Utah is the home state of the minor child(ren) at the commencement of this proceeding;
 - b. The child(ren) and the child(ren)'s parents have a significant connection with the State of Utah other than mere physical presence;

PARENTING PLAN

6. Physical 1Custody. The following custody and parenting plan is in the best interest of the children. The parties shall be awarded joint physical custody of the minor children with the parties having equal parent time as they can agree, if they cannot agree then the 50/50 schedule will be per the following schedule:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mom	Mom	Dad	Dad	Dad	Dad	Mom
Week 2	Mom	Mom	Mom	Dad	Dad	Dad	Mom

7. Legal Custody. The parties shall share the legal custody of the minor children. In the event the parties cannot agree on a major decision relating to the children, then the parties will discuss the issue with a neutral third party professional. If the parties still

cannot agree then they are attend mediation, if practical, before filing a motion before the Court for decision.

8. ROFR. The parties will offer each other the right to watch children if they are unavailable to be with the children overnight. The party electing to exercise the right of first refusal shall do the transportation to pick up the children and return the children to the parent whose parent-time it is under the order at the time they are again available.

9. Communication. The parties will discuss all parenting concerns via an agreed upon parenting app at any time needed and will not use their children or other third parties to deliver messages. The parties will use phone or text contact for emergencies unless otherwise agreed upon.

10. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of virtual parent-time. Virtual contact shall be at reasonable hours and for a reasonable duration.

11. Travel. When the children travels with either parent for more than 200 miles away from the other parent's residence, all of the following will be provided to the other parent at least 24 hours prior to departure:

- i. An itinerary of travel dates;
- ii. Destination;

iii. Places where the children or traveling parent can be reached; and, the name and telephone number of an available third person who would be knowledgeable of the child's location.

iv. Both parties should have unfettered access to the child's passports and be able to travel on their respective parent time or other mutually agreed upon times. If permission is required to travel to a particular country, consent shall not be unreasonably withheld.

12. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar, school portal, or school email.

The parties shall notify each other of any school programs, extracurricular activities, and sporting events their children may be involved in that is not available online or through emails of the program. Placing information on a shared calendar should constitute notice.

13. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

14. Daycare: Neither party may change the children's daycare provider without first consulting the other party and obtaining input from the other party.

15. Schooling: The parties will jointly evaluate school options by meeting with representatives and/or teachers from prospective schools. The parties shall mutually

agree on the school the children will attend based on what they determine to be in the children's best interests. If they cannot agree, then the parties are to attend mediation, if practical, before returning the matter before the Court by motion.

16. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent.

Neither parent may attempt to alienate the child in any way from the other parent.

Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "questioning" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.

c. The parties will not use their children to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the child or at any child's activity.

d. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking, or threatening the other party.

e. Neither parent may discuss the case, division of assets or funds, or child support in front of the children except to explain to the children that the parents are working cooperatively to split households and reassuring the child that both parents love them deeply and that they will be cared for throughout the process.

f. All exchanges shall take place at a mutually agreed upon location with the parent transporting the child remaining within arms distance of their vehicle.

g. Both parties are restrained from using the likeness, image, or credit of the other party for any purpose.

h. Neither party nor any third party may swear at or belittle the child. Any punishment shall be reasonably done in a manner that teaches the child, but never demeans or harms the child.

i. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations or should remove the minor child from such circumstances.

j. Neither party shall introduce the children to a new romantic partner unless that relationship has been continuous and exclusive for three (3) months.

17. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-202 *et seq.* Petitioner earns \$3,466 per month and Respondent earns \$7,083 per month. Child support will be based on the child support calculator with Petitioner receiving 183 overnights and Respondent receiving 182 overnights per year.

Based upon these figures, Respondent shall pay Petitioner \$315 per month. Child support for the minor children shall terminate at the time and shall automatically adjust as indicated herein: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date 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.

18. Child support may be reviewed and modified if either party experiences a substantial change in financial circumstances.

19. The parties acknowledge that their daughter has Down syndrome and may be eligible now or in the future for governmental benefits, including Supplemental Security Income (SSI), Medicaid, or other disability-related benefits. The parties shall reasonably cooperate in completing applications, providing financial information, signing necessary documents, and taking other reasonable actions necessary to determine the child's eligibility for such benefits.

20. If the Social Security Administration determines that the child is eligible for benefits and appoints a representative payee, the parties acknowledge that the appointment of the representative payee is governed by federal law and regulations. Any benefits received on behalf of the child shall be administered in accordance with applicable federal law and used solely for the benefit of the child.

21. The parties shall cooperate in obtaining appropriate Early Intervention services, preschool special education services, Individualized Family Service Plan (IFSP)

services, Individualized Education Program (IEP) services, and other educational or developmental services reasonably recommended for the child.

22. The parties acknowledge that the child's medical, developmental, and educational needs may evolve as the child grows. The parties shall communicate in good faith and cooperate regarding recommended medical care, therapies, educational programming, and disability-related services to promote the child's best interests.

23. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. The parties shall pay the providers for the extracurricular activity directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost of that activity, to include, but not limited to, enrollment, uniforms, equipment, etc. Both parents shall be able to attend all the child's extra-curricular activities and the parent who signs up the child shall put the event on the Calendar within 48 hours of receiving the calendar or any change.

24. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties must have a mutual written agreement to enroll the children into a private school. If the parties agree on a private school, then each party shall be responsible for 50% of the tuition costs. And out-of-pocket expenses. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

25. Childcare. The parties should equally share any work-related daycare expenses incurred for the child in the event neither party is available, and they become necessary. If family is used for childcare, then it will be at no cost.

26. 2Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child in accordance with U.C.A. §81-6-208. The parent who is currently covering the children shall continue to do so as long as such coverage is reasonably available and better than that available of the other party.

a. 3Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The children's

portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. 4Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

c. 5The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

d. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

e. Verification of health insurance coverage shall be provided within 7 days of request and shall include at a minimum copies of both sides of the insurance cards as well as proof of the premium amount. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within seven (7) calendar days of the date he or she knows of the change.

FINANCIAL AND ASSET DIVISION

27. Real Property. The parties have acquired no interest in any real property

28. Personal Property. During the marriage the parties acquired various items of personal property. Said items of personal property shall be awarded and divided as follows, subject to any debt thereon:

a. Petitioner:

- i. Personal belongings and effects;
- ii. Items acquired previous to marriage;
- iii. Items currently in his possession;
- iv. ½ Minor children's personal belonging and effects
- v. Mazda 3 vehicle

b. Respondent:

- i. Personal belongings and effects;
- ii. Items acquired previous to marriage;
- iii. ½ Minor children's personal belonging and effects;
- iv. Mazda CX-5 vehicle

c. Respondent shall cooperate with executing any and all necessary documents to transfer the title of the Mazda 3 to the Petitioner.

d. All other personal property should be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation within 120 days of the entry of the decree of Divorce. If they still cannot agree, either may bring a motion within 180 days of the Decree of Divorce to have the court make a determination without disturbing the remaining provisions of this document. After the 180 days, unless a motion is pending with the court, the personal property shall be awarded as held at that time.

29. Debts. During the course of the marriage the parties acquired various debts and obligations. The parties shall be responsible for all debts in their respective names, and all debts they've individually incurred after separation. The parties shall divide any medical debts for the children evenly, with each party paying the minimum monthly amount until the debt is paid in full.

30. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards or other debts.

31. Checking And Saving Accounts. Each party shall be awarded their own financial accounts, free and clear of any claim by the other party.

32. Retirements: Each party shall be awarded their own retirement accounts/pensions, free and clear of any claim by the other party

33. Taxes. Each party shall be entitled to claim one minor child as a dependency exemption and/or child tax credit on his or her federal and state income tax returns each year, with Petitioner claiming A.S. G. and Respondent claiming J.C.G. When there is only one child left to claim, the parties shall alternate claiming the child each year with Petitioner claiming the child for the first year.

34. Alimony: Neither party shall be awarded alimony now or forever in the future.

35. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.

36. Divorce Education: Both parties are required to attend a divorce orientation course and a divorce education course pursuant to Utah Code Section 30-3-4.5, Section

30-3-11.3 or Section 30-3-11.4 and Code of Judicial Administration Rule 4-907. These courses may be combined and attended at the same time. For more information about these courses contact the judicial services representative for this court. The parties must attend the courses within 60 days after filing the Petition for Divorce or within 30 days of being served with this notice.

37. Name Change: Respondent did not change her name during the marriage.

38. Attorney's Fees and Costs: Respondent shall be ordered to pay for Petitioner's attorney fees and costs if this matter is contested.

39. Finalization of the Case. The parties will work together cooperatively via email through their attorneys to finalize the divorce case. They will follow the timelines in Utah R. Civ. P. 7(j) in presenting proposed drafts and approving them via email.

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

Rule 7(f) Notice

Pursuant to Rule 7(f) of the Utah Rules of Civil Procedure a true and correct copy of the above Decree was served by being emailed to Lindsey Pond on the 14th of July 2026 to the following parties. Notice of objections to this order must be submitted to the Court and party within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Decree shall be presented to the Court for entry and signature.

CERTIFICATE OF DELIVERY

I hereby certify that a true and correct copy of the foregoing Decree was delivered via electronic filing and email this 1st day of September 2026 to:

Lindsey Pond
Respondent
lindseycpond@gmail.com

/s/ Katherine Murphy
Assistant