The Order of the Court is stated below:
Dated: October 15, 2026 09:56:40 AM **/s/** JENNIFER VALENCIA District Court Judge

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Attorney for Respondent

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

IN THE MATTER OF THE MARRIAGE OF	**DECREE OF DIVORCE**
DIANNA STAR SMITH,	
Petitioner,	**Case No: 264700243**
and	**Commissioner: Julie Winkler**
DAVID ELLIOTT SMITH,	**Judge: Jennifer Valencia**
Respondent.	

The Petitioner, Dianna Star Smith (hereafter referred to as Dianna), filed her Petition for Divorce on the 20th day of February, 2026. The Respondent, David Elliot Smith (hereafter referred to as David), filed his Answer on the 27th day of June, 2026. The Parties signed a Stipulation and Property on the 18th day of August, 2026. The Court having reviewed the Respondent's Affidavit of Jurisdiction in Support of the Decree of Divorce, having previously

entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby

ORDER, ADJUDGE AND DECREE AS FOLLOWS:

DECREE OF DIVORCE

The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

CHILD CUSTODY AND PARENT-TIME

1. There has been one child born as issue of this relationship and marriage, to wit: L.D.S., born January 2015.

2. The parties are each awarded the joint physical and legal care, custody and control of the minor child with the parties to exercise their parent-time as they may agree. If said parent-time cannot be agreed upon by the parties, parent-time shall be pursuant to UTAH CODE ANN § 81-9-303. David is entitled to exercise parent-time every Monday, and alternating weekends.

3. The parties shall exercise holiday and special occasion parent-time with the parties' minor child as the parties may agree, and if the parties cannot agree, at a minimum as outlined in Utah Code § 81-9-302 (12). For the purpose of dividing holiday parent-time, Dianna is deemed the custodial parent, and David is deemed the non-custodial parent.

4. Each parent is entitled to a two-week period of uninterrupted parent-time with the minor child during the summer months. Dianna shall have the first choice of uninterrupted parent-time in calendar years ending in an odd number and David shall have the first choice of uninterrupted parent-time in calendar years ending in an even number. The party with the first choice of uninterrupted summer parent-time shall provide written notice of the dates for uninterrupted

parent-time to the other parent on or before May 1st. The party who does not have the first choice shall provide written notice of the dates for uninterrupted parent-time to the other parent on or before May 15th. The designations under this section shall be made at least thirty (30) days before the day on which the designated two-week period begins. Extended parent-time shall not take precedence over or interfere with the holiday parent-time of the other parent.

5. Telephone and virtual communication between a parent and a minor child shall be at reasonable hours and for a reasonable duration. Telephonic and virtual contact shall not be monitored by the other parent. Telephonic and virtual parent-time supplement, but do not replace, in person parent-time. If the child requests to speak with the other parent during either party's parent-time, the parent with custodial parent-time shall not deny the child reasonable access and communication with the other parent.

6. Pursuant to Utah Code Ann. § 81-9-203 et seq., the following parenting plan provisions shall be adopted by the parties:

a. Either parent may make emergency decisions regarding the health or safety of the child.

b. Day-to-day decisions regarding the care, control, and discipline of the parties' child shall be made by the parent with whom the child resides at the time.

c. Any parental duties or rights not specifically addressed in the parties' Joint Parenting Plan shall be discussed and mutually decided by both parents.

d. <u>Major Decisions</u>: It is anticipated that parental decisions will be required for major decisions in raising the child, including, but not limited to: Medical, Dental, Psychological treatment or counseling, Education, and Religious Affiliation.

When these issues arise, the parents shall address and discuss the issues. Each parent will give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parties may elect to seek input from the treating physicians or educators. Both parents shall be provided with such input.

If the parents cannot agree after making a good faith effort to come to an agreed upon decision, Dianna shall have presumptive final say after following the dispute resolution practice outlined herein except as follows:

a. The minor child shall attend the same school and feeder schools unless the parties mutually agree otherwise;

b. The minor child will continue to see the same pediatrician, dentist and orthodontist unless the parties mutually agree otherwise;

c. No religious ordinances will be performed unless the parties mutually agree.

This level of authority will allow her the right to make a preliminary decision that she should then communicate to David. If David believes that the decision is contrary to the best interests of the child, David shall have the right to seek review thereof through the court.

The parent opposing the decision will have the burden of demonstrating that the decision is contrary to the child's best interests. It will not be sufficient to demonstrate that an alternative decision may also have been in the best interest of the child.

e. Extra-Curricular and Recreational Activities: The parties shall each pay one half of the costs and fees for the extra-curricular and recreational activities a child is enrolled in so long as both parties agree in writing prior to the enrollment of a child in the activity.

If a party unilaterally enrolls a child in an activity or event without the written consent of the other parent, the enrolling parent shall be solely responsible for the costs associated with the activity and shall ensure the activity will not interfere with the other party's parent-time. If the parties agree to an activity, each parent shall cooperate and support the agreed activity and ensure the child is available to participate during his or her parent-time and shall provide the necessary transportation.

f. The advisory guidelines found in U.C.A. § 81-9-202, as amended, shall be adopted by the parties, and included in their parenting plan to the extent they do not conflict with the provisions of the parties' parenting plan and decree. If there is a conflict, the terms of the parties' parenting plan and Decree shall govern.

g. Right of First Refusal: The parties are each granted the right of first refusal to care for the minor child based on the best interest of the child and a preference that a parent provides care rather than a third-party surrogate. The right of first refusal shall apply anytime a party is unavailable to provide the primary care of the child for more than four hours. The party exercising the right of first refusal shall be responsible for picking up and returning the child unless the parties agree otherwise in writing.

h. Limitations and Conduct: During parent-time with the minor child, a parent shall not engage in, nor permit the presence of any excessive alcohol consumption to the point of impairment, unlawful drug use, sexually explicit activities or pornography, violence, abuse, or neglect of the child, or illicit activity, or disrespect for law and order.

7. Pursuant to UTAH CODE ANN § 81-9-202(19), for emergency purposes, whenever a minor child travels with either parent, all of the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can

be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

8. If either party relocates their residence thirty (30) miles or more from the other parent's residence, that parent shall provide 60 days advance written notice of the intended relocation to the other parent. In accordance with Ross v. Ross, 2019 UT App 104, a party giving notice of a relocation outside the state of Utah or more than thirty (30) miles from their current residence shall file a Petition to Modify to address custody, parent-time, and support issues related to the relocation. If the court makes a finding that a parent fails to provide the required notice of relocation, that parent shall be held in contempt. The written notice of relocation shall contain statements affirming that

a. The parent-time provisions in Utah Code § 81-9-209(9) or a schedule approved by both parties shall be followed; and

b. Neither parent shall interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.

DOMESTIC SUPPORT OBLIGATIONS

ALIMONY

9. David shall pay a combined alimony and child support payment to the Respondent in the amount of $2,000.00 commencing September 1, 2026. Therefore, alimony shall be calculated by subtracting the child support amount from the combined support amount of $2,000.00.

10. Alimony shall be paid in two equal installments each month by direct deposit into Dianna's Mountain America Credit Union Credit Account (account ending 6706).

11. Alimony shall continue until the first of the foregoing events occurs:

a. Dianna remarries.

b. Dianna cohabitates.

c. Either party dies.

d. For a term of 7 years (84 months).

12. If any of the above termination events occur, then the combined support obligation of $2,000.00 will cease and David will be responsible to pay only child support as outlined herein.

CHILD SUPPORT

13. Dianna is currently self-employed at her cleaning business and can earn at minimum an imputed gross monthly income of no less than $2,600.00. David is currently employed as an electrician, earning a gross monthly income of approximately $8,350.00.

14. The parties are required to immediately exchange updated income and wage verification.

15. Based upon the parties' respective gross monthly incomes, and the uniform child support worksheet, David shall pay Dianna the monthly sum of $634.00 effective September 1, 2026, as and for child support, Child Support Worksheet on file with the court and incorporated herein as **Exhibit "A"**, and continuing each month thereafter until the child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child becomes a member of the armed forces of the United States, or is emancipated in accordance with UTAH CODE ANN. § 81-6-213.

16. Child support shall be paid pursuant to the combined support obligation set forth above in the Alimony section.

17. Other Expenses: It is anticipated that the parties will incur additional expenses for the minor child beyond the necessities of food, clothing, and shelter which are generally covered by child support. Such expenses may include, but are not necessarily limited to, school registration and activity fees, school supplies, school meals, transportation fees, such as airfare, driver

license, and car insurance fees and any other fee or expense incurred by the minor child in addition to their necessities. It is fair and equitable that the parties share and divide these fees equally. The party incurring such an expense shall discuss the expense prior to it being incurred if possible and shall provide invoice, receipt, or other proof of payment within 30 days of the expense being incurred. The other parent shall reimburse the expense within 30 days after receiving notice of the cost.

18. Future Modification of Child Support: Pursuant to Utah Code Ann. § 81-6-212, the parties are hereby notified of the opportunity to adjust a child support order under any of the following circumstances:

a. Under Utah Code Ann. § 81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of 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 order adjusting the payor's ordered support amount does not deviate from the guidelines.

b. Under Utah Code Ann. § 81-6-212(4), the parties have 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. The Court shall adjust the payor's ordered support amount to that which is provided for in the guidelines if 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, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive child 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.

MEDICAL AND INSURANCE

19. Pursuant to UTAH CODE ANN § 81-4-406(3) and § 81-6-208, the parents shall provide health care coverage for the medical expenses of the minor child; and the parents shall provide insurance for the medical expenses of the minor child if insurance is available at a reasonable cost.

20. Pursuant to UTAH CODE ANN § 81-6-208(3)(c) and § 81-6-208(6), David's health, hospital, or dental insurance is designated as the primary insurance and Dianna's health, hospital, or dental insurance is designated as the secondary insurance. If both parents provide health, medical, and dental insurance simultaneously, then each parent shall be responsible for paying their individually incurred insurance premiums.

21. If there is no secondary insurance, each party shall pay one-half of the minor child's premium for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. Pursuant to UTAH CODE ANN § 81-6-208(8), the parent who

provides insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

22. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the dependent child.

23. A parent maintaining health care coverage or 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., Sections 601 et seq., upon initial enrollment of the dependent child 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, U.S.C. Sections 601 et seq., of any change of insurance carrier, premium, or benefits within thirty (30) day of the date he or she first knew or should have known of the change.

24. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with these notice provisions set forth in UTAH CODE ANN § 81-6-208(10).

NOTICE TO MEDICAL EXPENSE CREDITORS

25. Pursuant to UTAH CODE ANN § 15-4-6.7, § 81-3-105, § 81-4-204, and § 81-4-406(3): when a court order has been entered that provides that each parent equally pay the medical and dental expenses of a minor child under UTAH CODE ANN § 81-4-204, or § 81-6-202(10), or an administrative order under § 26B-9-224, a creditor who has been provided with a copy of this

order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order. Therefore, each party shall:

a. Send a copy of the Court order referenced above to the creditor of the particular medical expense of the particular minor child;

b. Notify the particular creditor of that parties' current address;

c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under UTAH CODE ANN §70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14 Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

CHILD CARE EXPENSES

26. Pursuant to UTAH CODE ANN § 81-6-209, each parent shall share equally the reasonable work-related childcare expenses of the parents.

(a). If an actual expense for childcare is incurred, a parent shall begin paying his or her share monthly immediately upon presentation of proof of the childcare expense. If the childcare expense ceases to be incurred, that parent may suspend making monthly payments while it is not being incurred.

(b). A parent who incurs a childcare expense shall provide written verification of the cost and identity of the childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent incurring a childcare expense shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the change. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if he or she fails to comply with this subsection.

REAL PROPERTY

27. During the marriage, the parties have acquired real property located at 1310 W 975 S., Clearfield, UT 84015 ("Property"). Legal description: **ALL OF LOT 411, MEADOW PARK NO 4. CONT. 0.19 ACRES**

28. The parties shall put the Property on the real estate market to be sold on or before September 19, 2026. Until the Property is sold, David is awarded the exclusive use and possession of the Property and is solely responsible for all debts associated with the Property including mortgage payment, utilities and other related expenses. Once the Property has been sold, the net equity from the Property shall be equally divided between the parties.

29. The net equity from the proceeds of the sale shall be determined and applied as follows:

a. Pay expenses of the sale including realtor fees and closing costs;

b. Retire all mortgages and liens (*See* Exhibit 1 of the parties' Stipulation and Property Settlement Agreement);

c. The remaining balance shall be equally divided between the parties establishing an initial equal net equity between the parties.

d. The debt owing to Beyond Finance shall be paid in full with $3,500.00 coming from Dianna's net equity and the remainder paid from David's net equity.

30. If the Property is sold on the market, the parties shall mutually agree to the listing price and other terms of the sale. If the parties cannot agree, they shall follow the recommendations of the realtor regarding the initial listing price, adjustments of the listing price, recommended improvements to the property, and the acceptance of purchase offers.

31. If the parties cannot mutually agree to a realtor, David shall designate three (3) licensed realtors, and Dianna shall select one of those realtors within seven (7) days. If Dianna fails to select timely, David shall have the option to select one of the realtors from his original list.

32. Both parties shall execute any necessary documents to effectuate the real property division. If either party fails to execute said documents, the other party may submit an ex-parte motion, pursuant to Rule 70 Utah R. of Civ. Proc., and the Court may direct the court clerk or the moving party to execute said documents.

PERSONAL PROPERTY

33. During the marriage the parties have acquired personal property which shall be equitably divided between the parties as follows:

a. David is awarded: All property rights related to the 2017 Nissan Altima lease, the personal property presently held in his use, possession, and control.

b. Dianna is awarded: 2002 Dodge Durango, 2012 Dodge Durango, the personal property presently held in her use, possession, and control.

34. All property and all property rights which may be vested in either party because of family inheritance, trusts, or similar sources is awarded to the party from whose family it came.

35. Upon entry of the Decree of Divorce, the parties shall execute all documents necessary to transfer any awarded property into the other party's name.

36. If any personal property disputes should arise after the decree of divorce has been entered, the parties shall participate in mediation to come to a resolution between them regarding the division of the disputed property, the cost of said mediation to be equally born by the parties.

DEBTS AND OBLIGATIONS

37. Each party is responsible for the debts incurred during the marriage as follows:

a. Dianna is responsible for paying the following debts: Affirm debt owed to Circuit Board Medics, Cash loan owed to Janace Lindahl, Cash loan owed to Richard Lindahl, dental bill owed to Cherry, and any other debt incurred in her individual name.

b. David is responsible for paying the following debts: Vehicle lease associated with the 2017 Nissan Altima owed to Marcosian APC Financial, cash loan owed to his parents, and any other debt incurred in his individual name.

c. The consolidation debt owed to Beyond Finance shall be paid in full from the proceeds of the sale of the home with $3,500.00 coming from Dianna's portion of the equity and the remaining balance coming from David's portion of the equity.

d. The parties shall equally pay any medical or dental debt incurred by the minor child.

38. The responsible party shall hold the non-responsible party harmless on any debt or obligation associated with the debt. The responsible party shall not include the debts in any bankruptcy petition.

NOTICE TO CREDITORS

39. Pursuant to UTAH CODE ANN §§ 15-4-6.5, 81-3-105 and 81-4-406(3), the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

Therefore, each party shall:

a. Send a copy of the Decree of Divorce as soon as possible to each creditor he/she is not required to pay;

b. Notify the joint creditor of the current address for each party;

c. Inform the joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

HEALTH INSURANCE

40. David presently maintains insurance for the parties and shall continue to do so throughout the divorce proceedings. Once the Decree of Divorce is entered each party shall obtain their own health insurance and be responsible for the premium associated therewith.

LIFE INSURANCE

41. If either party owns a life insurance policy or an annuity contract, the court, pursuant to UTAH CODE ANN. § 81-4-406(3)(d), acknowledges that the owner of the policy (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.

STOCKS, BONDS, RETIREMENT, AND PENSION RELATED ASSETS

42. During the marriage, the parties acquired interests in David's Transamerica 401(K) from which the marital portion shall be equally divided between the parties from the date of marriage on November 10, 2012, to the date of entry of the Decree of Divorce.

43. Until the retirement account is divided, the parties are each restrained from withdrawing or borrowing against the same and are restrained from doing anything that would impair or decrease the value of the accounts.

44. The parties shall cooperate in the preparation of the necessary documents, including any and all Qualified Domestic Relations Orders or other documents necessary to facilitate the execution of the division of the retirement accounts. The parties shall each pay one half of the fees incurred in the preparation of any post-decree documents related to the division of the retirement accounts.

TAX FILING

45. Dianna and David shall separately file their federal and state taxes individually commencing in the tax year 2026 and each year thereafter.

MINOR'S TAX DEPENDENCY STATUS

46. The parties shall alternate claiming the minor child for income tax deduction purposes, both State and Federal, every other year, with Dianna receiving the tax deduction in odd-numbered tax years and David receiving the tax deduction in even-numbered tax years.

47. Pursuant to UTAH CODE ANN § 81-6-210, if a parent is not current in their child support obligation the tax exemption should automatically revert to the custodial parent.

ATTORNEY'S FEES AND COSTS

48. Each party is responsible for paying their individual costs and attorney fees incurred in this divorce action.

RESTRAINING ORDERS

49. The following restraining orders shall issue:

a. Both parties are restrained from saying or doing anything that would tend to diminish the love and affection of the child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the child about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation.

b. Both parties are restrained from making visitation arrangements through the child.

c. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child.

d. Both parties are mutually restrained from allowing third parties 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 shall remove the children from such circumstances.

e. Both parties are mutually restrained from using the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.

f. Neither party shall use the other party's name, likeness, image, identification, or photographs to post to websites such as Facebook or other websites, without the other party's express permission. Any current use or posting of the other party shall be removed, unless the other party expressly consents to it remaining posted.

g. All contact and communication between the parties shall be via email or text, except for medical emergencies; which may and shall be communicated via telephone immediately.

h. Both parties are restrained from coming to the home, work place, or places where the other party is known to be present without the other party's express permission or for parent-time exchanges of the minor child.

MISCELLANEOUS PROVISIONS

50. Each party is ordered to take any action, or to execute and deliver to the other party such documents, as is required to implement the provisions of the Decree of Divorce entered by the Court.

51. Dianna is entitled to resume use of her maiden name of Lindahl, should she so desire.

52. The parties each indicated that there has been complete, accurate, and current disclosure of all income, assets, and liabilities. Both parties understood and agreed that any deliberate failure to provide complete disclosure may constitute perjury. Further, if there has not been a complete and accurate disclosure of assets, either party may seek modification of the terms of their agreement as set forth in this decree.

53. If any term, paragraph, or provision of this decree is held invalid or unenforceable for any reason, the remainder of the Stipulation shall continue in full force and effect.

54. The parties are barred from bringing any future claim based upon facts, events, transactions, or circumstances occurring on or before the date the Stipulation and Property Settlement Agreement was signed.

--END OF ORDER—
Signed as indicated at the top of page one

DATED this 3rd day of September 2026

Approved as to form and content:

*/s/ Alison Bond**
Alison Bond
Attorney for Petitioner

*Electronically signed with consent provided via email September 3, 2026.

RULE 7 NOTICE TO PETITIONER

You will please take notice that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure; the foregoing will be submitted for signature at the expiration of seven days (and an additional seven days if mailed by post) unless written objection is filed within that time period.

Dated September 3, 2026

/s/ Troy R. Jensen
TROY R. JENSEN
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of September 2026 I sent a true and correct copy of the forgoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Alison Bond Attorney for Petitioner alison@bondandbond.net	x	Email

/s/ *Livi Davenport*
Paralegal