The Order of the Court is stated below:
Dated: October 29, 2026 02:27:25 PM **/s/** JENNIFER VALENCIA District Court Judge

BEAN & MICKEN
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IN THE SECOND JUDICIAL DISTRICT COURT OF DAVIS COUNTY

STATE OF UTAH

In the Matter of the Marriage of: JENILAINE JOYCE SCHWINGHAMMER, Petitioner, vs. DANNY JAMES SCHWINGHAMMER, Respondent.	**DECREE OF DIVORCE** Case No. 254701610 Judge Jennifer L. Valencia Comm. Julie C. Winkler

Petitioner, J. JOYCE SCHWINGHAMMER, by and through her counsel of record, Emilie A. Bean, hereby submits the following Decree of Divorce, based on evidence provided in support thereof by Declaration as set forth in Utah Code Ann. §81-4-406(1)(a) (2024). The Court, having received the Stipulation and Property Settlement Agreement executed by the parties and being fully advised in the premises, does hereby ORDER, ADJUDGE, and DECREE as follows:

DIVORCE

1. The Petitioner will be granted a Decree of Divorce from the Respondent upon the ground of irreconcilable differences, and the bonds of matrimony now and heretofore existing between the parties are hereby dissolved pursuant to Utah Code Annotated §81-4-405 (2024).

The divorce shall become final upon entry by the Clerk of the Court.

CHILD CUSTODY AND PARENTING PLAN

2. It is in the best interests of the children that Petitioner be granted the legal and physical custody of NJS, born August, 2012 and EMS, born May, 2022. At the Respondent's request, he will have no communication with the children or the Petitioner except as is necessary for financial purposes, which shall be via email after the sale of the marital home. It is anticipated that both parties will be military members and will be required to designate a Guardian for the children in the event of military deployment, training or other circumstances.

The Respondent will not be the designated parent for custody for any deployment, training or stations for the Petitioner. The Petitioner will make the determination of who will care for the children when she is unavailable to do so.

3. In addition, the following provisions of Utah Code Annotated §81-9-202 (2024) will govern the conduct of the parties:

a. Special consideration shall be given by each parent in making the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent time schedule. Since the Respondent has chosen no contact with the children, the Petitioner will work with the Respondent's family members to assure the children remain in contact with significant people and events.

b. Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.

c. Parties should not make disparaging remarks to one another or about one another in Minor Children's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

d. Parties should not speak with Minor Children about litigation between Parties.

e. Parties should not involve or speak with Minor Children about the issues in this matter.

f. Parties should not harass or threaten each other.

g. All communication between the parties will be civil. The children will not be used as messengers between the parties. The parents will communicate with each other in person, by phone, text, email, note, or letter until the marital home is sold and parties no longer reside together. Thereafter, Parties will communicate with each other by email.

h. Parties should not introduce Minor Children to any romantic interest until they have been in a committed relationship for more than three consecutive months.

i. Parties should not allow unrelated guests with whom they are romantically involved to spend the night while he or she is exercising parent-time.

j. Parties should not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties should have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they should remove Minor Children from circumstances in which violations are occurring.

CHILD SUPPORT

4. The Respondent will pay to Petitioner the sum of $1158.00 per month for the maintenance and support of the parties' minor children beginning October 1, 2026. This amount is based upon Petitioner’s gross monthly wage of $3626.00 and Respondent‘s gross monthly income of $7017.00 per month.

5. The parties believe the child support designated is consistent with the Child Support Guidelines currently in use in the State of Utah as of January 1, 2023.

6. Unless otherwise agreed upon by the parties in writing, or unless child support is collected by the Office of Recovery Services, Respondent will pay said amount of child support, one-half (½) on or before the 5th day of each month and one-half (½) on or before the 20th day of each month.

7. The parties recognize that Petitioner is entitled to an order to withhold and deliver wages or income through the Office of Recovery Services.

8. The parties will share costs equally for all extracurricular activities for the children agreed upon in advance in writing by the parties, including but not limited to, sign up fees, uniforms, instruments, supplies, equipment, books, costumes, specialized footwear, etc. If a parent does not agree that must also be in writing. The other parent may still sign the child(ren) up for that activity, but will be solely responsible for the expenses. The parent who has not signed the child(ren) will still get the child to practices, lessons, games, recitals, performances and other related supporting requirements for the activity that do not unreasonably interfere with vacations, illness or other significant events and will be entitled to attend games, recitals and performances (at his or her own expense) even if they do not occur on his or her parent time.

9. Respondent will pay child support for the parties' minor children until such time as each child reaches the age of eighteen (18) or graduates from high school through a regular course of study, whichever occurs later, or until such time as each child is otherwise emancipated prior to the age of eighteen (18) with the exception that child support will be continue for NJS so long as it does not interfere with a Social Security entitlement. When a child turns eighteen (18) years of age or has graduated from high school during the child's normal and expected year of graduation as mentioned above, the base child support awarded is automatically reduced to reflect the lower base combined child support obligation shown in the appropriate table for the remaining number of children due child support unless otherwise provided in the Child Support Order. The award may not be reduced by a per child amount derived from the base child support award originally ordered.

10. Pursuant to Utah Code Annotated §81-6-209 (2024), each party is responsible for one-half (½) of the actually incurred work-related or education-related child care expenses incurred on behalf of the parties' minor child(ren). The incurring parent will furnish the other parent with appropriate verification of day care incurred within thirty (30) days of incurring said day care. The non-incurring parent will make payment directly to the incurring parent within thirty (30) days following the receipt of the billing from the incurring reflecting the expense actually incurred.

11. The following principles will apply to child care pursuant to Utah Code Annotated §81-6-209 (2024):

> (2) (a) If an actual expense for child care is incurred, a parent shall begin paying the parent's share on a monthly basis immediately upon presentation of proof of the child care expense.
>
> (b) If the child care expense ceases to be incurred, the parent may suspend making monthly payment of that expense, while the expense is not being incurred, without obtaining a modification of the child support order.
>
> (c) (i) In the absence of a court order to the contrary, a parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.
>
> (ii) In the absence of a court order to the contrary, the parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days after the day on which the change occurred.
>
> (3) The court may deny a parent incurring child care expenses the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with Subsection (2)(c).

12. The parties agree that child care expenses will be considered further child support for the benefit of the parties' minor children.

INSURANCE

13. The Respondent is currently providing medical and dental and optical insurance as may be available to him through his employment for the benefit of the parties' minor child(ren) and will continue to do so as long as it is reasonably available to him with benefits equal to those in existence as of the date of the Stipulation. Each party shall notify the other of any change of insurance carrier, premium or benefits within thirty (30) calendar days of the date he or she knew or should have known of the change. If a parent, after due diligence, no longer has insurance available to him or her, then the party who can obtain the most favorable coverage at the most reasonable rate will insure the parties' minor child(ren).

14. The party providing the insurance will provide the other party with executed claim forms, medical cards, insurance information and other assistance necessary to insure the prompt payment of the insured portions of such claim.

15. If health and accident insurance becomes available to the other party at a reasonable cost and the child(ren) would gain more complete coverage by doing so, then the other party should also maintain insurance for the benefit of the parties' minor child(ren).

16. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Jenilaine Joyce Schwinghammer shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Danny James Schwinghammer shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the

dependent child.

17. Pursuant to Utah Code Annotated §81-6-208 (2024), each party will pay one-half (½) of the insurance premiums and one-half (1/2) of all uninsured medical, dental, optical, orthodontic, counseling and like expenses, collectively hereinafter referred to as “medical expenses” or “medical services” incurred on behalf of the parties' minor child(ren).

18. Procedures not covered by insurance but reasonably necessary to the welfare of the children, such as counseling, orthodontia, or plastic surgery should be the joint obligation of the parties, one-half (½) of the costs to each unless otherwise agreed upon in advance by the parties or thereafter in an emergency situation.

19. Pursuant to Utah Code Ann. §81-6-208 (2024), a parent incurring a medical, dental or optical expense on behalf of the minor child will provide to the other parent with a copy of any billing or expense for reasonably necessary medical, dental and optical services rendered which are not covered by insurance for which the non-incurring parent is expected to pay one-half (½) within thirty (30) days of receipt of said billing after insurance has paid its portion. The non-incurring parent will remit payment for his or her one-half (½) of said expense within thirty (30) days of receipt of the documentation supporting the required participation. Failure to provide the

verification shall be deemed as a waiver of the right of the incurring party to receive reimbursement for the expense.

20. **Notice to Medical Expense Creditors**: Pursuant to Utah Code Ann. §§15-4-6.7 (1953 as amended), when a Court or administrative order has been entered providing for payment of medical expenses of a minor child pursuant to Utah Code Annotated §81-6-208

(2024) or an administrative order under §62A-22-326, a creditor who has been provided with a copy of the 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 should:

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 §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.

PROPERTY DISTRIBUTION

21. All real and personal property acquired during the marriage will be awarded as follows:

A. Petitioner should be awarded as her sole and separate property:

(1) 2011 Mazda CX-7;

(2) All other personal property currently in Petitioner’s possession as it is constituted at the time the Decree of Divorce is entered.

B. Respondent should be awarded as his sole and separate property:

(l) 2016 Toyota Tacoma;

(2) All other personal property currently in Respondent's possession as it is constituted at the time the Decree of Divorce is entered.

22. Both parties may reside in the marital residence until the property is sold. Until the property is sold, Parties should not allow unrelated guests with whom they are romantically involved to spend the night while he or she is exercising parent-time. The parties' real property will be listed for sale within ten (10) days. The parties will use a neutral realtor. Both parties will cooperate fully with the sale including timely repairs and keeping the residence in sellable condition as defined by the realtor. In conjunction with the parties, the realtor will determine the original asking price, if the asking price needs to be lowered or any other reasonable seller concessions. Upon sale, the parties will pay off the mortgage and any liens along with the following:

(1) America First VISA;

(2) Both Capital One cards;

(3) Sam's card;

(4) Both Venmo credit cards;

Any remaining equity will be divided equally between the parties.

DEBT ALLOCATION

23. The following distribution of the marital debts will be the order of the Court:

A. Petitioner will be responsible and will indemnify and hold Respondent harmless for until sale of the real property

(1) Mortgage on the real property until sold;

(2) Her student loans;

(3) Her Venmo card;

(4) Her Capital One card;

(5) All debts and obligations incurred by her individually or since the parties' separation or which may be unknown to Respondent.

B. Respondent will be responsible and will indemnify and hold Petitioner harmless for the following until the house sells:

(1) America First VISA;

(2) His Capital One card;

(3) Sam’s card;

(4) His Venmo credit card;

(5) All debts and obligations incurred by him individually or since the separation or which may be unknown to Petitioner.

24. Both parties will notify all creditors regarding the division of debts, assignment of payment liabilities and the name and current address of both parties.

25. **Notice to Creditors**: Pursuant to Utah Code Ann. §§15-4-6.5 and 81-3-105 (2024), 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, **the party not obligated to pay a joint obligation** shall:

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

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

c. Inform that 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.

26. The parties' obligation to pay these marital debts as hereby imposed is to be considered as a spousal support obligation to assure avoidance of either party's filing of a bankruptcy seeking a discharge of these debts such that these debts are to be considered an exception to discharge under 11 U.S.C. Sec. 523(5).

TAXES

27. The Petitioner is granted the child tax credit starting 2026 for EMS. The Respondent will be entitled to claim NJS also starting in 2026. At such time as NJS can no longer be claimed by a parent, the parties will alternate the use of EMS with the Petitioner granted odd years and the Respondent granted even years. All rights to claim a child for tax purposes are conditioned on Respondent being current on child support, medical services and child care by December 31st of the tax year in accordance with Utah Code Ann. §81-6-210 (2024).

RETIREMENT

28. The Petitioner is entitled to one-half (½) of the retirement accrued during the marriage by Respondent through his Thrift Savings Plan and 401(k) from the date of the marriage to the nearest valuation date to the date of divorce plus gains and losses. The division

will be proportional in all investments. The parties will share the costs of the appropriate QDRO or other required retirement documents through Rori Hendrix and for paying the costs of preparation and any fees or costs for internal review. The Respondent will cooperate to provide updated documentation of the retirement plans, administrators and accounts at the closest valuation date of the entry of the Decree of Divorce within thirty (30) days of entry of the Decree of Divorce which will include the name of the plan and the plan administrator.

29. Neither party will take out loans or make withdrawals from any form of retirement for a period of twelve (12) months following the entry of the Decree of Divorce to allow the retirement division documents to be completed.

30. The Petitioner is entitled to a Woodward share of the retirement benefits defined benefit plan including but not limited to military retirement and FERS accrued during the course of the marriage by Respondent. The Petitioner is entitled to all benefits under the Plan including, but not limited to spousal annuities provided to Respondent and all COLA increases. Cost of the spousal annuity will be divided equally by DFAS, however, the Respondent will be entitled to deduct from the child support amount the one-half (1/2) of the Survivor Benefit Plan (SBP) premium that is removed from his portion of the retirement and the Petitioner shall owe that amount to Respondent once the Respondent no longer has a child support obligation.

Valuation will occur at the closest valuation date to the Decree of Divorce plus gains and losses. The division will be proportional in all investments. The parties will share equally the costs of the appropriate QDRO or other required retirement division documents through Rori Hendrix and for paying the costs of preparation and any fees or costs for internal review. The Respondent will cooperate to provide updated documentation of the retirement plans,

administrators and accounts at the closest valuation date of the entry of the Decree of Divorce within thirty (30) days of entry of the Decree of Divorce which will include the name of the plan and the plan administrator.

ALIMONY

31. Commencing 1 October 2026, the Respondent will pay temporary alimony to the Petitioner in the amount of $750.00 per month directly to the mortgage company, if possible, until the month after the house is sold in order to maintain the marital residence, and neither Party shall be awarded alimony thereafter.

MISCELLANEOUS

32. Each party will pay his or her own attorney's fees and Court costs incurred in pursuing this action.

33. At Petitioner's option, she will be restored to her former name and hereinafter be known as JENILAINE JOYCE ARCE.

34. The parties recognize that the nature of stipulations lends itself to minor errors and accidently flipping terms like Petitioner and Respondent that are missed by both parties over the course of several readings. The attorney drafting the final documents will be entitled to correct scrivener-type errors.

35. Except as otherwise ordered by the Court, each of the parties will, upon demand of the other party, after the entry of the decree of divorce, he or she will make, execute, acknowledge and deliver all deeds, transfers, assignments or further instruments and will do or cause to be done all other acts or things reasonably necessary or required by either of them to effectuate the intentions of this Agreement and to assure to each of them, their transferees or

assigns, the property described or referred to or hereby intended to be conveyed, transferred or assigned, and to confirm and assure title, possession and right hereto according to the provisions and intent of this Agreement.

36. Pursuant to Rule 70 of the Utah Rules of Civil Procedure, if a judgment directs a party to execute a conveyance of land or to deliver deeds or other documents or to perform any other specific act and the party fails to comply within the time specified, the Court may direct the act to be done at the cost of the disobedient party by some other person appointed by the Court and the act when so done has like effect as if done by the party. On application of the party entitled to performance and upon order of the Court, the clerk shall issue a writ of attachment or sequestration against the property of the disobedient party to compel obedience to the judgment. The Court may also in proper cases adjudge the party in contempt. If real or personal property is within the state, the Court in lieu of directing a conveyance thereof may enter a judgment divesting the title of any party and vesting it in others and such judgment has the effect of a conveyance executed in due form of law. When any order or judgment is for the delivery of possession, the party in whose favor it is entered is entitled to a writ of execution or assistance upon application to the clerk.

JUDICIAL SIGNATURES APPEAR ELECTRONICALLY
AT THE TOP OF THE FIRST PAGE

Approved as to form:

Signed with 10/22/26 email
permission of:
/s/ Paul Waldron
PAUL WALDRON
Attorney for Respondent

N O T I C E

You will please take notice that the undersigned, attorney for Respondent, will submit the above and foregoing DECREE OF DIVORCE to the Judge of the above-entitled Court for his signature, upon the expiration of five (5) days from the date this Notice is mailed to you, and after allowing three (3) days for mailing, unless written objection is filed prior to that time, pursuant to Rule 4-504(2), Rules of Judicial Administration.

Kindly govern yourself accordingly.

DATED this 20th day of October 2026.

/s/ Emilie A. Bean
Emilie A. Bean
Attorney for Petitioner

CERTIFICATE OF DELIVERY

I hereby certify that on this 20th day of October 2026, a true and correct copy of the foregoing DECREE OF DIVORCE was filed with the Court and the following will be notified through electronic filing

Paul Waldron
Brown Family Law, LLC
Email: paul.w@brownfamilylaw.com
Attorney for Respondent

/s/ Sharon A. Newman