The Order of the Court is stated below:
Dated: October 30, 2026 08:44:18 AM **/s/** JOSEPH BEAN
District Court Judge

Jeremy B. Atwood, (#11859)
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IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH
800 West State St., Farmington Utah 84025

In the matter of the marriage of: DAVID LEE PIERCE, Petitioner, and ROSE CHRISTIE PIERCE, Respondent.	**DECREE OF DIVORCE** Civil No.: 264701287 Judge: Joseph Bean Commissioner: Julie Winkler Tier 4 Domestic Case

THE ABOVE-ENTITLED MATTER, having been properly filed with the Court; the Petitioner being represented by and through his attorney, Jeremy B. Atwood, the Respondent representing herself pro-se; the parties having entered into and having executed a Settlement Agreement, the same also being on file with the Court; the Court having had the opportunity to review the Agreement, and the same appearing to be fair and reasonable under the circumstances; all other related matters having been submitted to the Court; and the Court being fully advised on the premises and the Findings of Fact and Conclusions of Law having been filed separately and in writing, now therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

1. The Petitioner is awarded a Decree of Divorce against the Respondent upon the grounds of the Respondent's extra marital affairs (adultery) under UCA § 81-4-405 (1) (b), and the Respondent's abuse of alcohol (habitual drunkenness), under UCA § 81-4-405 (1)(e). Both of these grounds for divorce were a substantial cause of the breakdown of the marriage, which has made the continuance of the marriage relationship both impossible and impracticable. There is no possibility of reconciliation, and the divorce should be made final upon entry.

2. The parties are bound by the terms of their Agreement and the resulting orders as of September 5th 2026; they entered into the Agreement and the resulting orders free from coercion, duress, undue influence, or impairment caused by any prescription drug or medicine or other drugs or alcohol. Each party's mental or cognitive abilities and functions were not impaired by reason of any mental, emotional or psychological illness, impairment or condition and they both had the opportunity to be represented by competent legal counsel during the negotiations and creation of the Agreement and the resulting orders. If either party chose not to use such counsel, they will be treated as if they had done so.

3. The Agreement and the resulting orders are a fair and equitable settlement of all claims and issues in this case, and they supersede any and all prior agreements both verbal and written.

4. No modification or waiver of any of the terms of the Agreement or the final orders shall be valid unless in writing and signed by the parties, resulting in a Modified Order that is signed by the court. No waiver of any subsequent breach or default

thereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

5. Each party must cooperate with the other, through counsel or otherwise, to ensure that the Agreement and the final orders are carried out in every detail.

JURISDICTION AND VENUE

6. The Petitioner and the Respondent were both actual and bona fide residents of Davis County, State of Utah for at least three (3) months immediately prior to the commencement of this action.

7. The Petitioner and Respondent are husband and wife respectively, having been married on or about the 19th day of September 2005 in Davis County Utah.

8. Neither party is receiving any public assistance from the State of Utah in the nature of Medicaid, food stamps, childcare, or subsidized housing.

UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT

9. This Court has jurisdiction to make a child custody determination by initial and/or modification decree for the following reasons:

a. This state is the Home State of the child.

b. No other state has assumed jurisdiction, nor has the question of paternity, support, or custody been adjudicated by any court of this, or any other state.

c. No proceedings involving the custody of the minor child have been filed in the juvenile court of this or any other district of this or any other state.

d. There are no persons, other than the parties, who claim to have custody or parent-time rights with the minor child.

10. The court should retain jurisdiction over the case and the parties until such time as

the minor child reaches the age of 18 years or graduates whichever occurs later.

CHILDREN

11. During the parties' relationship, there has been one (1) minor child born to the parties to-wit: D.D.P. born October of 2012. No other children are now expected.

CUSTODY AND PARENT TIME

12. The Petitioner is awarded sole legal and physical custody of the parties' minor child, subject to the Respondent's parent time which should be in accordance with what they can agree upon in writing. If they cannot agree, then the Respondent's parent and holiday time shall be supervised, by a mutually agreed upon supervisor, providing line-of-sight supervision in accordance with UCA § 81-9-302 except that no overnights or extended parent time shall be allowed until further order of the court. If the parties are unable to agree upon a supervisor, any professional supervisors needed for providing the supervision (as outlined in U.C.A. § 81-9-207) shall be at the sole expense of the Respondent.

13. Neither party is allowed to be under the influence of alcohol, narcotics, illegal substances, marijuana, or prescription drugs while the minor child is in their care. The parties are further ordered to not allow third parties from being around the child who are using such substances to the point of intoxication.

14. Specifically, the Respondent has struggled for years with alcohol abuse and has driven while intoxicated. As a result, the Respondent shall be further restrained from using alcohol within an eight (8) hour period prior of the beginning of any parent time with the parties' minor child.

15. The Petitioner is allowed to randomly require the Respondent to take a

breathalyzer alcohol test prior, during, or at the conclusion of her parent time. The Petitioner will provide the Respondent with the breathalyzer device and the Respondent will be required to immediately take that test, following exactly the instructions associated with that particular device. If the Respondent does not immediately take the requested test or if she does not follow the administering instructions associated with that particular tester, then she will be deemed to have "failed" the test and tested positive for alcohol in her body, regardless of any results from a test that she may take thereafter. The purpose of this provision is to protect against a potential attempt to manipulate the results of the alcohol test.

16. If a breathalyzer test result shows a blood alcohol content of 0.01% or lower, then the breathalyzer test result will be considered inconclusive. Otherwise, if the breathalyzer test result shows blood alcohol content higher than 0.01% then the Respondent will have up to 1 hour to obtain another test, by an appropriate testing facility (which includes any police organization), which shows absolutely no alcohol is present. The parties specifically agree that the results from the breathalyzer tests will be admissible as evidence if they are not specifically rebutted as set forth herein.

a. 3rd Party Waivers. For each alcohol test that Respondent takes to rebut the breathalyzer test results as stated above, she will be required to sign whatever paperwork with the testing facility that is necessary to allow the Petitioner and his attorney of record to have access to the test results.

b. Cost of the alcohol test. The Respondent will be required to pay any costs associated with any alcohol test which the Respondent may elect to have performed to rebut the breathalyzer test.

c. Test Results- Affect upon Parent-time. If the Respondent is ever deemed to have "failed" an alcohol test or tests positive for alcohol, then the Respondent forfeits her parent-time for a two-week period (14 full days).

17. The holiday schedule shall have priority over the normal weekly rotation. Holidays with the minor child shall be as the parties may agree in writing. If the parties cannot agree upon a holiday schedule they shall be entitled to holidays with their minor child in accordance with U.C.A. § 81-9-302, as follows:

Utah Holidays According to Utah Code Ann. 81-9-302

Even Years	Odd Years	Holiday and Time
Mother	Father	**Martin Luther King Jr. Holiday** (1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.
Father	Mother	**President's Day** (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.
Mother	Father	**Spring Break** (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.
Father	Mother	**Memorial Day** (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.
Mother	Mother	**Mother's Day** (1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.
Father	Father	**Father's Day** (1) Holiday begins on Father's Day at 9 a.m.

		(2) Holiday ends on Father's Day at 7 p.m.
Father	Mother	**Juneteenth National Freedom Day** (1) Holiday begins at: (a) 6 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) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Mother	Father	**Independence Day** (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.
Father	Mother	**Pioneer Day** (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.
Mother	Father	**Labor Day** (1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.
Father	Mother	**Columbus Day** (1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.
Mother	Father	**Fall Break** (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.
Father	Mother	**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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.
Mother	Father	**Veterans Day** (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.
Father	Mother	**Thanksgiving** (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.
Mother	Father	**Winter Break (First Half)** (1) Holiday begins at:

		(a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.
Father	Mother	**Winter Break (Second Half)** (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.
Father	Mother	**Child's actual birthday** (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Mother	Father	**Day Before or After Minor Child's Birthday** (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.

18. Holiday parent-time takes precedence over weekday and weekend parent-time.

19. If either parent moves more than 150 miles away from the other, then parent time shall revert to comply with U.C.A. § 81-9-209, with the Respondent being deemed the noncustodial parent in the statute.

20. The minor child shall go to school where the Petitioner resides.

21. The parties both have an affirmative duty to help their child foster, nurture and develop a positive parent-child relationship with the other parent and to develop a positive relationship with the other parties significant other and their family members or child. Both parents and their families are important in the life of the child, and the parties must bolster the child's self-esteem by praising the other parent and their families for their good qualities. The parties are both restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent or their family.

22. Neither party shall enter the residence and/or work location of the other party unless they are invited in writing to do so.

23. Neither party will subject the child to circumstances or facts that constitute adult

issues. This shall include but is not limited to: negative information about the other parent, or using the child as a confidante or to counsel with us about these adult issues. The parties will not pass information to the other parent through the child.

24. Because the child may have access to social media, the parties must not publish negative comments about the other parent.

25. Child exchange times shall be without tension or contention. The parties must be courteous and respectful when exchanging the child and shall defer discussing any disputes until a time and place outside of the child's presence.

26. **Communication**. Communications between the parties must be calm, civil, and polite, avoiding profanity, rudeness, raising voices, and name-calling. Communications shall focus on the child and avoid personal attacks or dredging up the past.

27. The parties must provide each other a current address and telephone number within 48 hours of any change.

28. Special consideration should be given to make 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.

EMPLOYMENT AND CHILD SUPPORT

29. The Petitioner is currently employed and earns approximately $150,000 per year, or 12,500 per month in gross income. The Respondent is currently employed and earns approximately $2,600 per month in gross income. based on these incomes and using a sole custody worksheet, the Respondent's child support obligation to the Petitioner would be $231 each month. However, as part of the global settlement in this case, the

Respondent will not have to pay the Petitioner child support unless the court orders otherwise at a later date.

INSURANCE AND HEALTH CARE

30. As part of the global settlement in this case, the Respondent will not have to reimburse the Petitioner any medical insurance premiums or out-of-pocket costs for the minor child's medical/dental needs unless the court orders otherwise at a later date.

31. The Petitioner shall maintain policies of health insurance on the parties' minor child so long as such can be obtained through his place of employment for a reasonable cost. As part of the global settlement in this case, the Petitioner will be solely liable for all medical/dental insurance premiums and out-of-pocket costs for the parties minor child.

CHILDCARE

32. As part of the global settlement in this case, the Petitioner will be solely liable for all childcare costs during the Petitioner's parent time, with the Respondent having no responsibility for such. If the Respondent is ever in need of childcare during her supervised parent time, she will be solely responsible for all such costs.

ALIMONY

33. Due to the fault grounds of divorce in this case, the Respondent shall not be entitled to any alimony now or in the future, having forever waived any and all rights to such payments.

REAL PROPERTY

34. During the contract of marriage, the parties acquired the following real property: 1324 North 2275 West, Clinton, Utah 84015. As part of the global settlement of this

case, the Petitioner will be awarded the home, free and clear of any interest being held by the Respondent, along with any equity in the home. The Petitioner shall be solely liable for any and all costs associated with the home, including but not limited to the mortgage(s), utilities, taxes, upkeep, etc. and he must hold the Respondent harmless for them, indemnifying her from all such costs.

PERSONAL PROPERTY

35. The Petitioner and Respondent have accumulated marital property, and each shall be entitled to their own personal property. The Respondent shall be entitled to her clothing and basic furniture to furnish an apartment and any other items that can be agreed upon in writing between the parties. As part of the global settlement of this case, upon the signing of the Agreement, the Petitioner will pay the Respondent a total of $15,000 (which may be paid in partial amounts for other needed items such as first and last months rent, a vehicle, etc.). All other property shall be awarded to the Petitioner.

36. The parties shall be granted the financial accounts that are in their own respective names, with neither party having any right in the accounts of the other.

37. The parties are solely responsible for all costs associated with their own personal property and assets they are awarded, including repairs, maintenance, etc., and must indemnify the other party from any such costs being brought against them.

RETIREMENT

38. As part of the global settlement of this case, each party shall be awarded all of their own respective retirement assets and accounts, free and clear of any claim by the other. Each party hereby expressly relinquishes and waives any and all claims to the retirement assets of the other.

DEBTS AND OBLIGATIONS

39. As part of the global settlement of this case, the Petitioner shall be solely liable for all marital debt, holding the Respondent harmless for and indemnifying her against prosecution of any such debt.

40. Neither party shall attempt to gain credit or debt in the name of the other party. Any debt entered into after the signing of this Agreement, shall be the sole responsibility of the party entering into it, holding the other party harmless for them, and indemnifying them from prosecution of any such debt.

41. The parties must hold the other party harmless for the debts they are responsible for under this section and must indemnify the other party for any such debt.

ATTORNEY FEES

42. The parties shall be responsible for their own attorney's fees and court costs.

INCOME TAX EXEMPTIONS

43. The Petitioner will claim the parties minor child on his taxes every year.

MISCELLANEOUS PROVISIONS

44. Each party is permanently restrained from bothering, harassing, annoying, threatening, or harming the other. The parties shall not malign or defame the other on social media or otherwise. The parties shall not interfere with the lives or relationships of the other, or with family members of the other party. The parties each have an affirmative duty to stop third parties from doing what they themselves are unable to do under the court's orders, using best efforts to prevent third parties from such violations.

45. The Respondent must be removed from the Petitioner's cell phone plan, and insurance plans. The Respondent will be required to get her own plans as her own

cost/expense.

46. The Respondent is allowed to return to her maiden name of Pierre if she so desires.

47. Each party is ordered to execute and deliver to the other party any document(s) necessary to implement the provisions of the Decree of Divorce entered by the Court.

48. If a party is found in contempt of court for failing to follow the court's orders, they will be solely responsible for the costs and attorneys' fees of the other party for having to bring the issue of enforcement to court.

49. Draftsman: The parties understand, have acknowledged, and agreed that each of the parties hereto contributed to the drafting of the Settlement Agreement and the resulting orders, and no provision shall be construed against any party as being the draftsman thereof. The Settlement Agreement and the resulting orders shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the document to be drafted. The parties specifically, intentionally, and knowingly waived any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

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

ENTERED BY THE COURT ON THE DATE AS INDICATED BY THE COURT'S SEAL ON THE TOP OF THE FIRST PAGE.

APPROVAL AS TO FORM:

/s/ Rose Christie Pierce
Electronically signed by Jeremy B. Atwood
with permission from ROSE CHRISTIE PIERCE
Pro-se Respondent