The Order of the Court is stated below:
Dated: November 03, 2026 05:05:56 PM **/s/** JOSEPH BEAN
District Court Judge

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IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR

DAVIS COUNTY, STATE OF UTAH

In the matter of the marriage of: CATHERINE COLES, Petitioner, and ANDREW E. COLES, Respondent.	**DECREE OF DIVORCE** Civil No. 264701328 Judge Joseph Bean Commissioner Julie Winkler

THE ABOVE-CAPTIONED MATTER having come before the above-entitled court upon motion, the Honorable Joseph Bean presiding. The Court, having made its Findings of Fact and Conclusions of Law, hereby **ADJUDGES, DECREES and ORDERS as follows**:

1. Petitioner is granted a divorce on the grounds of irreconcilable differences.

CUSTODY AND PARENT-TIME

2. Two children have been born as issue to these parties, to wit: Noelle, born April 2013 and Hyrum, born, May 2015.

3. Petitioner is awarded sole physical and legal custody of the minor children.

4. Respondent has requested to have no parent-time and therefore, none is awarded.

CHILD SUPPORT

5. Petitioner is presently unemployed but is imputed income of $5,000 per month.

6. Respondent is presently employed and has an average gross monthly income of $92,000 per month.

7. Based upon the parties' incomes and the Utah Child Support Guidelines, Respondent shall pay to Petitioner $7,800 per month in child support beginning October 1, 2026.

8. Child support payments will be paid one half by the 5th day of each month, and one- half by the 20th of each month. Child support not paid by the 5th day of the month is past due on the 6th day of the month. Child support not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect support, their payment schedule will be followed. Any ORS fees will be paid by Respondent.

9. The child support obligation will terminate when a minor child becomes 18 years of age or graduates from high school during that minor child's normal and expected year of graduation, whichever occurs later, or if the minor child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 80, Chapter 7, Emancipation, the base child support award is automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheets, unless otherwise provided in the child support order.

10. Pursuant to Utah Code §81-6-212(5), the parties are notified of their right to modify this child support order after three years from the date of its entry if upon review there is

a difference of 10% or more 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. Under Utah Code §81-6-212(3), the parties have a right to modify this child support order at any time 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 ability of a parent to earn; (v) material changes in the medical needs of the child; and (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) 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.

11. Each party will be responsible for fifty percent (50%) of any and all work-related child care. A parent who incurs any work-related or education-related daycare expenses will provide written verification of the cost and payment of any work-related or education-related daycare expenses to the other parent within thirty (30) days of payment. The other parent will then make their portion of those payments or make arrangements to do so within 30 days of receipt of the documentation supporting required participation.

INSURANCE

12. Health care coverage for the medical expenses of their child/ren is as follows:

a. Respondent will provide insurance for the children until he no longer has a child support obligation for them. Double coverage is not required. If one parent desires double-coverage, he/she will the secondary coverage at his/her sole expense.

b. 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 Respondent will be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Petitioner will be secondary coverage for the dependent child. If a parent remarries and his or her dependent child are 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 will be treated as if it is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent child.

c. In determining which parent will be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

i. reasonableness of the cost;

ii. availability of a group insurance policy;

iii. coverage of the policy; and

iv. preference of the custodial parent.

13. Respondent has a Health Savings Account (HSA) and he will continue to contribute the maximum amount possible each year. Respondent will provide Petitioner an HSA card to be used to pay for the children's medical bills. If there are insufficient funds in the HSA account, the parties will equally pay any uninsured medical and dental expenses, including routine office visits, physical examinations and immunizations.

14. A parent who incurs medical or dental expenses for the parties' minor child/ren should provide written verification of the cost and payment of the expenses to the other parent within thirty (30) days of incurring such expense and reimbursement will occur within thirty (30) days.

15. Pursuant to Utah Code §15-4-6.7:

(1) When a court or an administrative agency enters an order that provides for the payment of medical and dental expenses of a child as described in Section 26B-9-224 or 81-6-202, a provider who receives a copy of the order:

(a) at or before the time the provider renders medical or dental services to the child, and upon request from a parent, will separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

(b) within 30 days after the day on which the provider renders the medical or dental service to the child, may not:

(i) make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or

(ii) make a negative credit report under Section 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 the share of the medical and dental expenses that the parent is required to pay under the order.

(2) (a) When a court enters an order that provides for the payment of school fees of a child in a separate maintenance action under Section 81-4-204 or in a divorce action under Section 81-4-406:

(i) a provider, who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request from a parent, will separately bill each parent for the share of the school fee that the parent is required to pay under the order;

(ii) a provider, who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee, may not make a negative credit report under Section 70C-7-107, or 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 the share of the school fee that the parent is required to pay under the order; and

(iii) each parent is liable only for the share of the school fee that the parent is required to pay under the order.

(b) A provider may bill a parent for the parent's share of a child's school fee under an order described in Subsection (2)(a) regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee.

16. So long as Respondent has a support obligation to Petitioner, he shall carry a life insurance policy with a face value of $500,000, irrevocably naming Petitioner the sole beneficiary thereof.

ALIMONY

17. In lieu of alimony, Petitioner will receive a greater portion of the Van Guard account.

REAL AND PERSONAL PROPERTY

20. During the marriage, the parties acquired a home located at 87 Wind River Dr., Layton, UT 84040. Petitioner is awarded this home and all equity therein. Respondent shall provide Petitioner with a quit claim deed releasing his interest within ten (10) days from the entry of the decree.

21. During the marriage, the parties have acquired various items of furniture, fixtures, appliances and household goods which should be equitably divided. Should the parties not be able to agree on a division, the parties will mediate the personal property division. If there is still no agreement, either party may bring the matter to the Court. The foregoing notwithstanding, any cash in Respondent's possession should be equally divided, any cash in the parties safe should be equally divided, Petitioner will keep the Cybertruck and Respondent will keep the Model Y.

DEBTS

22. There are no debts to be divided.

23. Any debts associated with real or personal property will be paid by the party to whom the property is awarded.

24. Pursuant to Utah Code §15-4-6.5(3)(b), both parties are authorized to provide notice to each creditor of the parties following the entry of the Decree of Divorce for the allocation of debts between the parties.

RETIREMENT AND INVESTMENT ACCOUNTS

25. During the marriage, the parties acquired an interest in retirement and investment accounts which should be divided as follows:

a. The Van Guard account will be equally divided.

b. From Respondent's portion, Petitioner will receive an additional $4,000,000 in exchange for waiving her claim for alimony.

26. For other retirement accounts in either party's name, that account will be awarded to that party so long as the cumulative balance does not exceed $2,000,000 (Respondent has repressed that his account(s) do not exceed $2,000,000).

BANK ACCOUNTS

27. Each party is awarded the bank account(s) in his/her own name. Any joint account should be awarded to Petitioner.

MISCELLANEOUS

28. Each party will pay his or her own attorney fees.

29. Petitioner is awarded the children for tax purposes.

30. Each party are ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree.

31. In the event either party fails to perform his or her obligations under the Decree of Divorce, that person shall required to pay all costs and attorney fees of the other party incurred in enforcing the terms.

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

In accordance with URCP Rule 10(e), this Order does not bear a handwritten signature, but instead displays an electronic signature on the first page of this Order along with the court's seal and the date the order was executed.

APPROVED AS TO FORM:

/s/ Andrew Coles (*With permission*)
Signed by David C. Blum with
permission from the above-named