**The Order of the Court is stated below:**
**Dated:** November 12, 2026 01:36:52 PM **/s/** MICHAEL D DIREDA
District Court Judge

**Ally Jamerson (17621)**
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***Attorney for Petitioner***

**IN THE DISTRICT COURT OF UTAH**

**SECOND JUDICIAL DISTRICT, DAVIS COUNTY**

**800 West State Street, Farmington, Utah 84025**

| | |
|---|---|
| In the Matter of the Marriage of:<br>**LAUREN FOX,**<br>Petitioner,<br><br>and<br><br>**JOSHUA FOX,**<br>Respondent. | **DECREE OF DIVORCE**<br><br><br><br>Case No. 264700604<br><br>Judge: Michael D. DiReda<br>Commissioner: Christina Wilson |

Petitioner, **LAUREN FOX**, by and through her counsel of record, Ally Jamerson of Fontenot Law, hereby submits the following Decree of Divorce. The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, does hereby find and order the following:

## DECREE OF DIVORCE

**1.** The parties shall be granted a Decree of Divorce, final upon entry, severing the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences, pursuant to Utah Code Annotated § 81-4-405(1)(h).

## CHILD CUSTODY

**2.** There have been three children born as issue of the parties' marriage, to wit: G.A.F. (born

January 2018), B.R.F. (born November 2020), and J.G.F. (born November 2022).

**3.** The parties shall be awarded joint legal custody of the minor children, subject to Petitioner's final decision-making authority.

**4.** Petitioner shall be awarded sole physical custody of the minor children.

**5.** Petitioner's home shall be deemed the minor children's residence for educational purposes.

**PARENT-TIME**

**6.** Parent-time shall be as the parties can agree. However, if they are unable to agree, Respondent shall be awarded parent-time pursuant to Utah Code Annotated § 81-1-209, including overnights and holiday and extended parent-time. Respondent shall be solely responsible for all transportation and costs related to this parent-time.

**7.** Respondent's weekend parent-time, excluding holiday and summer parent-time, shall take place in the state of Utah unless otherwise agreed upon by the parties in writing. This provision is to ensure that the children can commit to extracurricular activities, team sports, employment, school clubs, etc. as they get older without significant scheduling issues.

**8.** Either party may request that the other party submit to a drug test of their choosing. The party having to test shall submit to the drug test at the first available opportunity, no later than forty-eight (48) hours from the time of the request. The requesting party shall pay for the test upfront, and if the test is positive, the testing party shall reimburse the requesting party for the cost within seven (7) days. In the event either party tests positive for any illicit substances (including prescriptions used beyond prescribed levels), their parent-time shall be immediately supervised until agreement of the parties or further order of the court. Legal marijuana/cannabis use shall not constitute a failed test. If a party fails or refuses to take the test, the test shall be deemed

positive. The test must be taken legitimately at a licensed and appropriately accredited facility, which may send the results directly to the requesting party. Each party shall be restrained from taking any action which may disrupt the test, including but not limited to cutting, bleaching, or dyeing his hair. If a party requests five (5) drug tests and all are negative, they shall be barred from requesting any further testing unless permitted by the court or by agreement of the parties.

## PARENTING PLAN

### *Premises*

**9.** The parties jointly verify that this Parenting Plan is submitted in good faith.

**10.** The parties are dedicated parents who desire to create a relationship for the benefit of the minor children.

**11.** The parties agree to focus on the needs and interests of the minor children. The parties desire to give their children the opportunity to have a meaningful relationship with each party. The parties should give their children permission to love and be proud of the other parent.

**12.** The parties agree to put their minor children's needs first in planning their living arrangements so as to provide the children consistency, structure, and stability.

**13.** The parties' time-sharing schedule should focus on meeting the minor children's physical, emotional, and academic needs.

**14.** The parties agree to establish good communication and a cooperative working relationship between the two of them in order to put their minor children's needs first.

**15.** The parties agree to notify the other party in writing regarding any and all serious issues they have. Further, the parties agree to communicate in good faith and work together on any and all serious issues regarding the said minor children.

### *Ground Rules*

**16.** The parties agree that their working relationship as parents should be built on trust.

**17.** The parties agree to encourage cooperation and flexibility in their parenting relationship and to prevent resentments from accumulating between them.

**18.** The parties believe that open, honest, and direct communication with one another is essential to an effective parenting relationship.

**19.** The parties should help and support each other in their respective parenting roles.

**20.** The parties give their minor children permission to love both parties.

**21.** The parties agree that spending quality time with their minor children is most important.

**22.** The parties recognize that conflict between them causes emotional trauma and pain to their minor children. The parties agree to be civil to one another in all of their future dealings.

**23.** The parties recognize that it is important for their minor children's emotional well-being that they hold the other party in esteem as a parent in their respective conversations.

**24.** The parties agree to leave the past in the past to the fullest extent possible. The parties agree to refrain from discussing adult or divorce-related issues in front of the minor children.

### *Time-Sharing Schedule*

**25.** The parties shall become familiar with and abide by the Advisory Guidelines as articulated in Utah Code Annotated § 81-9-202.

**26.** The parties shall ensure the minor children are ready and promptly available for all visits or exchanges.

**27.** While the minor children with either party, that party shall provide them with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and

sleeping quarters, including a separate bedroom for children of different genders and a separate bed for each minor child; and (4) appropriate medical examinations and treatment.

**28.** While either party is transporting the minor children, that party shall have a safe and reliable vehicle, a valid driver's license, car insurance, and age-appropriate car seats/restraints. Both parties shall comply with all traffic laws and regulations to ensure the minor children are transported safely in their care.

**29.** While the minor children are with either party, that party shall not engage in, nor permit the presence of any excessive alcohol consumption, unlawful drug use, sexually explicit activities, violence, and/or disrespect for law and order.

**30.** Additionally, the following provisions shall apply regarding each party's parent-time with the minor children:

a. Both parties shall be required to provide their address, phone number, and contact information to the other party at all times. Further, if either party takes the minor children from the local area during their parent-time, that party shall provide the other party with advanced written notice and contact information regarding where they will be and how the other party can contact said minor children.

b. Both parties shall be required to communicate and cooperate with the other party in a respectful and diplomatic manner. Both parties shall be under an affirmative order not to harm, threaten, bully, and/or harass the other party.

c. The parties shall do their best to use written communication when discussing issues related to their minor children. However, the parties are

permitted to call each other in the case of an emergency or other time-sensitive matter that needs immediate attention.

***Relocation***

**31.** The parties currently reside in separate states more than 150 miles apart. In the event of either party's relocation, the relocating party shall provide notice pursuant to Utah Code Annotated § 81-9-209. Petitioner shall remain the custodial parent, and Respondent shall continue to exercise parent-time pursuant to Utah Code Annotated § 81-9-209, subject to all requirements outlined in this Decree of Divorce.

**32.** In the event the parties ever reside within the same state within twenty-five (25) miles of each other, Petitioner shall remain the custodial parent, and Respondent shall be entitled to parent-time pursuant to Utah Code Annotated § 81-9-302, subject to all requirements outlined in this Decree of Divorce.

***Sharing Information***

**33.** Both parties shall use their best efforts to communicate and share information with the other party regarding the minor children's development, medical and dental treatment, and any other information appropriate to share with the other party.

**34.** Both parties shall immediately advise the other party of any changes in their address, telephone number, or other information pertinent to communication.

**35.** When a party goes on vacation with the minor children, that party shall advise the other party of all logistical details regarding vacation time with the minor children, including places and telephone numbers where the minor children may be reached.

**36.** In order to keep the minor children out of the middle of the parties' relationship and any

conflict, each party agrees to not ask the minor children about the other party, send messages to the other party through the children, disparage or degrade the other party in the presence of the children, or discuss any adult issues or divorce-related issues with or in front of the minor children. In fact, the parties shall take all appropriate measures to ensure that the minor children do not hear or see any of the custody-related issues without court order. Each party shall treat the other party with dignity and respect in the presence of the minor children. The parties shall keep their conversations short and calm when exchanging the minor children so that they do not feel afraid or anxious.

***Dispute Resolution***

**37.** The parties shall communicate, cooperate, and work together to put the minor children's interests and needs first. Each party shall be entitled to make the day-to-day and/or emergency decisions required in their care. However, each party shall communicate to the other party regarding any emergency decisions made in their care as soon as possible.

**38.** Regarding any major decisions, the parties shall first have a good faith discussion. If after a good-faith discussion they still cannot reach an agreement then the parties shall attend mediation with a third-party. If no agreement can be reached on the issue after good-faith mediation, then Petitioner shall make a decision on the issue which Respondent may challenge in court. The parties shall be equally responsible for mediation costs.

**CHILD SUPPORT**

**39.** Child support shall be calculated as according to Utah Code Annotated § 81-6-201 *et seq.* Petitioner's gross monthly income is $5,009.00 per month. Respondent's gross monthly income is $29,035.28 per month. Based upon a sole physical custody calculation, Respondent's child

support obligation should be no less than $4,138.00 per month. However, the parties have agreed to an upward deviation of child support based on the needs of the family. Therefore, Respondent shall pay $6,000.00 per month in child support.

**40.** Child support shall commence the month the Stipulation and Agreement was signed. Unless the court orders otherwise, support for each child terminates at the time and shall automatically adjust when: (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. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

## CHILD CARE EXPENSES

**41.** Pursuant to Utah Code Annotated § 81-6-209, each party shall share equally the reasonable work-related child care expenses of the parties.

**42.** If an actual expense for child care is incurred, a party shall begin paying their share on a monthly basis immediately upon presentation of proof of the child care expense. If the child care expense ceases to be incurred, that party may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

**43.** A party who incurs a child care expense shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of a provider and thereafter on the request of the other party.

**44.** The party shall notify the other party of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

## HEALTH INSURANCE

**45.** Pursuant to Utah Code Annotated § 81-6-208, the parties shall obtain health insurance for the minor children if it is available at a reasonable cost.

**46.** Respondent currently holds health insurance over the minor children through his employer. Respondent shall be ordered to maintain this insurance so long as it remains reasonably available through his employer.

**47.** If, at any point in time, a child is covered by the health insurance plans of both parents, the health insurance plan of Petitioner shall be primary coverage for the child and the health insurance plan of Respondent shall be secondary coverage for the child. If a parent remarries and the child is not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health 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 child.

**48.** The parties shall share equally all out-of-pocket costs and the premiums actually paid by a party for the minor children's portion of insurance.

**49.** The parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children, and actually paid by a party, including deductibles and co-payments.

**50.** Pursuant to Utah Code Annotated § 15-4-6.7(1)(a), the parties shall maintain separate billing accounts with the minor children's health care providers whenever possible.

**51.** If separate billing accounts are not available, a party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party

within thirty (30) days of payment. The other party shall pay their one-half of the expense within thirty (30) days after receiving the written verification.

## EXTRACURRICULAR ACTIVITIES

**52.** The parties shall share equally in the reasonable costs of the minor children's extracurricular activities, which shall be mutually agreed upon by the parties.

**53.** A party who incurs agreed-upon extracurricular activity expenses shall provide the other party written verification of the cost within thirty (30) days. The other party shall pay their one-half of the expense within thirty (30) days after receiving the written verification.

## ALIMONY

**54.** Commencing the month of the sale of the marital home, Respondent shall pay to Petitioner alimony. Each month, Respondent shall pay $2,500.00. Equal payments shall be made on the 5th and 20th of each month. Additionally, Respondent shall pay Petitioner an additional $2,700.00 each quarter. Respondent shall make these payments any time during the quarter, but they must be paid in full by March 31, June 30, September 20, and December 31 respectively.

**55.** Alimony shall last for a term of six (6) years, unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. In the event alimony terminates due to remarriage or cohabitation, Respondent's quarterly obligation shall terminate the quarter following the triggering event.

## REAL PROPERTY

**56.** During the course of the marriage, the parties acquired real property. The parties' marital home is located at 26327 North 22nd Drive, Phoenix, Arizona 85081.

**57.** The home shall immediately be listed for sale and sold for the best and highest price. The

parties shall jointly select a realtor. If they are unable to come to an agreement, Respondent shall select the names of three (3) realtors and provide them to Petitioner. Petitioner shall select from that list.

**58.** The parties shall come to an agreement regarding all aspects of the sale including but not limited to the listing price, price adjustments, accepting and rejecting offers, etc. If the parties disagree on a decision related to the sale, they shall follow the recommendation of the selected realtor. The parties agree that the goal is to sell the home quickly, and neither party shall delay the sale process.

**59.** Once the home is sold, the proceeds shall be applied and paid in the following order:

a. Penny Mac mortgage on the home;

b. Any costs related to the sale, including closing costs and realtor fees;

c. If sufficient proceeds remain, a $10,000.00 lump-sum shall be paid toward the balance of Petitioner's Chase Sapphire Credit Card (7366) and any remaining balance on this credit card is assigned to Petitioner as her sole debt, and she shall hold Respondent harmless therefrom. If the $10,000.00 lump payment is made, then Respondent shall be assigned the Sunlight Financial Home Improvement Loan (2000), and the Regions Home Improvement Loan (9014) as his sole debt;

d. If there are insufficient funds from the sale of the home to make a $10,000.00 lump-sum payment toward the balance of Petitioner's Chase Sapphire Credit Card (7366), then Respondent shall pay to Petitioner $7,500.00 within six (6) months of the home sale and an additional $7,500.00

one (1) year after the home sale for a total of $15,000.00. In this scenario, both parties shall remain equally responsible for all outstanding home improvement loans, including the Sunlight Financial Home Improvement Loan (2000) and the Regions Home Improvement Loan (9014);

e. Any remaining proceeds shall be divided evenly between the parties.

**60.** Until the home is sold, Respondent shall be awarded sole use and possession of the home. Respondent shall be solely responsible for all mortgage payments, utility payments, maintenance, upkeep, etc. Respondent shall be prohibited from taking any action which would reduce the value of the home or dissipate the marital asset.

**PERSONAL PROPERTY**

**61.** During the course of the marriage, the parties acquired various assets, accounts, and other items of personal property.

**62.** Petitioner shall be awarded the 2025 Kia Telluride, free and clear of any claim by Respondent. The parties shall cooperate to retitle this vehicle into Petitioner's name. Commencing the month after the sale of the home, Petitioner shall be responsible for all loan payments and other obligations in connection with the 2025 Kia Telluride and shall hold Respondent harmless therefrom.

**63.** Respondent shall be awarded the Tesla 3, free and clear of any claim by Petitioner. Respondent shall be solely responsible for any debt related to this vehicle.

**64.** Respondent currently leases a BMW M3 and shall be awarded sole use and possession of this vehicle. Respondent shall be solely responsible for all payments, upkeep, maintenance, and all other costs related to this vehicle.

**65.** Petitioner shall be awarded the following financial accounts:

a. America First Credit Union (6489); and

b. WEX Health Inc. FSA.

**66.** Respondent shall be awarded the following financial accounts:

a. ICCU Checking (6923);

b. ICCU Savings (1008); and

c. ICCU Savings (8051).

**67.** The parties shall cooperate to remove Petitioner from the joint ICCU account(s) within thirty (30) days of signing the Stipulation and Agreement and any money therein is awarded to Respondent. If Petitioner cannot be removed, then the account(s) shall be closed and any money therein shall be awarded to Respondent.

**68.** Each party shall be awarded all of their personal effects, premarital property, and separate property.

## DEBTS AND OBLIGATIONS

**69.** Respondent shall be solely responsible for any and all debts and obligations incurred in his own name and/or out of his own volition including but not limited to:

a. Capital One Credit Cards (7073) & (3309);

b. American Express Credit Cards (72007) & (21009); and

c. FAFSA Student Loans.

**70.** The Chase Sapphire credit card (7366), the Sunlight Financial Home Improvement Loan (2000) and the Regions Home Improvement Loan (9014) shall be assigned consistent with paragraph fifty-nine (59), above.

**71.** Petitioner shall be solely responsible for any and all debts and obligations incurred in her own name, except the Chase Sapphire credit card (as explained in paragraph fifty-nine (59)), and/or out of her own volition including but not limited to:

a. Chase Credit Card (2673), and

b. Capital One Credit Card (2011) balances.

**72.** Neither party shall incur any additional liability in the other party's name, including joint credit card debt.

**73.** Each party shall indemnify and hold the other party harmless on any and all debts or obligations that the party is ultimately ordered to pay.

**74.** Pursuant to Utah Code Annotated § 81-4-406(3)(b), the parties shall notify respective creditors or obligees regarding the court's division of debts, obligations, or liabilities and regarding the parties' separate, current addresses.

**75.** If either party is obligated on a jointly-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

## RETIREMENT AND RELATED ASSETS

**76.** Petitioner shall be awarded any and all retirement accounts and related assets held in her name, free and clear of any claim by Respondent.

**77.** In order to equalize the parties' retirement, Petitioner shall be awarded $28,091.04 from

Respondent's Vestwell Retirement Account (07C6****). The parties shall equally share in all costs related to the division of this account, including but not limited to the cost of preparing a QDRO and any fees charged by the retirement entity.

## LIFE INSURANCE

**78.** Respondent shall be required to hold a life insurance policy of $500,000.00, listing Petitioner as the sole beneficiary, until all of the minor children reach the age of majority.

## TAXES

**79.** The parties shall file their taxes separately moving forward.

**80.** The parties shall alternate claiming their minor children as dependents on their taxes. In even-numbered tax years, Petitioner shall claim the two oldest children and Respondent shall claim the youngest child. In odd-numbered tax years, Respondent shall claim the two oldest children and Petitioner shall claim the youngest child. When only two children are eligible to be claimed as a dependent, the parties shall claim one child each. When only one child is eligible to be claimed as a dependent, Petitioner shall claim the child in even-numbered tax years and Respondent shall claim the child in odd-numbered tax years.

**81.** Pursuant to Utah Code 81-6-210(4), Respondent's right to claim the child(ren) in any given year shall be contingent upon him remaining current on his child support obligation as of December 31st of the given tax year. If he is not current on his child support obligation, his right to claim the child(ren) for that tax year shall automatically revert to Petitioner.

## MUTUAL RESTRAINING ORDERS

**82.** The parties shall be mutually restrained from disparaging or degrading the other party to the minor children or in the presence of the minor children.

**83.** The parties shall be mutually restrained from disparaging or degrading the other party in any public capacity, including but not limited to social media posts.

**84.** Each party shall be responsible for ensuring third parties do not do what they themselves are prohibited from doing. The parties shall each have the affirmative duty to use their best efforts to prevent the minor children's exposure to third party violations, including removing the minor children from the situation if necessary.

## ATTORNEY FEES AND COURT COSTS

**85.** Each party shall pay their own attorney fees and court costs related to this case.

## MISCELLANEOUS

**86.** At her option, Petitioner shall be able to take her maiden name, family name, or any other name should she so choose.

**87.** Each party shall be ordered to execute and deliver to the other the documents required to implement the provisions of this Decree of Divorce entered by the court.

**88.** The parties agree that the Stipulation and Agreement resolves all remaining issues of the parties' real property, financial accounts, vehicles, assets, and debts/obligations.

**89.** The parties shall sign all documents necessary to comply with this Decree of Divorce within sixty (60) days from the entry of this Decree. If a party fails to sign a document within sixty (60) days, the other party may ask the court to appoint someone to sign the document.

**90.** Unless otherwise stated herein, the parties waive any and all other claims they have against the other through the date of signing the Stipulation and Agreement.

**END OF DOCUMENT – COURT DATE AND SIGNATURE APPEAR AT THE TOP OF THE FIRST PAGE**

APPROVED AS TO FORM:

*/s/ Timothy E. Pettitt*
Timothy E. Pettitt
Attorney for Respondent

** Signed electronically with permission
via email from Timothy E. Pettitt.

**CERTIFICATE OF DELIVERY**

I hereby certify that on the 11th day of November 2026, I e-filed a true and correct copy of the foregoing Decree of Divorce to the following:

Timothy E. Pettitt
P.O. Box 1105
Riverton, Utah 84065
tim@pettitt-law.com

*/s/ Lindsey Johnson*