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IN THE THIRD JUDICIAL DISTRICT COURT FOR
TOOELE COUNTY, STATE OF UTAH

In the Matter of the Marriage of: 3MATLA SPENCER, Petitioner, and 4MARK C. SPENCER, Respondent.	DECREE OF DIVORCE Civil No. 5254300421 DA Judge L. Douglas Hogan Commissioner Renee Blocher
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The Court having considered the Verified Petition for Divorce, the parties' Stipulation and Property Settlement Agreement, the Declaration of Jurisdiction and Grounds for Divorce, being otherwise fully advised in the premises and good cause appearing, and the Court having entered its Findings of Fact and Conclusions of Law, now, therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

Divorce

1. The parties are hereby awarded a Decree of Divorce from each other, such to become final upon signature and entry herein, based on irreconcilable differences.

Children

2. There have been four (4) children born as issue of this marriage: A.S., born 12/2010; O.S., born 03/2014; O.S., born 03/2016; and V.S., born 02/2018.

3. The parties' minor children have resided in Salt Lake County for at least the last six (6) months, and so Utah is the home state of said children pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act.

4. **Physical custody.** The parties shall share joint physical custody of the children with Petitioner ("Matla") having primary custody subject to Respondent's ("Mark's") parent-time as the parties can agree in writing. If they cannot agree, then Mark shall receive at least the time in Utah Code Ann. Sec. 81-9-302 except that the weekly mid-week visit shall be an overnight visit. This amounts to 120 overnights per year. Mark will be responsible to get the children to school on the morning his mid-week visit ends.

5. Otherwise, each parent shall pick-up the children from school or the other parent at the beginning of each parent-time.

6. **Parenting Plan.** The parties shall share joint legal custody of their children pursuant to the following parenting plan:

a. The parents shall discuss with each other and mutually decide the significant decisions regarding the children, including, but not limited to, the children's education, health care, and religious upbringing. In the event of an impasse, the parties shall consult with a professional (doctor, dentist, therapist, etc.) and discuss potential

solutions again with each other to reach decisions in the best interests of the children. If they still cannot agree, then they shall go to mediation and split equally the expense. If they still cannot agree, then Matla shall have the final say subject to court review. However, Matla does not have final say to dictate that the parties shall go to a private school.

b. Either parent may make emergency decisions regarding the health or safety of the children during that parent's parent-time. That parent shall notify the other parent of the emergency as soon as reasonably possible. Day to day decisions regarding the care, control and discipline of the children shall be made by the parent whom the children are with at the time.

c. Both parties are restrained from saying anything derogatory about the other in the presence of the children or in a manner likely to be perceived by the children, or permit any third party to do so. If a third person does so, then the parent shall get that person to leave or remove the children from the third party's presence.

d. Both parties are restrained from discussing the divorce case or what led to the divorce in the presence of the children or in a manner likely to be perceived by the children, or permit any third party to do so. If a third person does so, then the parent shall get that person to leave or remove the children from the third party's presence.

e. Both parties are restrained from going to the other parent's residence or place of employment except for parent-time exchanges. Neither shall enter the other parent's residence without that parent's permission. Permission from a child is not sufficient.

f. Both parties are restrained from discussing or viewing any adult content in the presence of the children or in a manner likely to be perceived by the children.

g. If a parent needs child care for an overnight or more, that parent shall call the other parent first (with one exception), and that other parent shall be entitled to provide the child care if willing and able. The parent exercising this right to provide child care shall pickup and return the children unless the parties otherwise agree. The exception is that a parent can first call his or her parents (i.e., grandparents) to watch the children first.

h. Each parent shall advise the other of all logistical details regarding vacation time with the children, including places and telephone numbers where the children may be reached.

i. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time (visitation) schedule.

j. Both parents shall have direct access to all school reports and medical records, and each parent shall inform the other of the children's development, medical and dental treatment, therapy, significant illnesses, and other information appropriate to share with the other parent.

k. Each parent shall notify the other within 24 hours of receiving notice of all significant school, social, sports, dance, and community functions in which the

children are participating or being honored, and both parents shall be entitled to attend and participate fully.

l. Each parent shall provide the other with his or her current address, telephone numbers, e-mail addresses, and other information pertinent to communication within 24 hours of any change.

m. Each parent shall inform the other as far in advance as possible of any anticipated move out of Tooele County, and notice must be given no less than sixty (60) days before the anticipated move.

Child Support

7. A full-time, \$21 per hour gross income of \$3,640 per month gross is imputed to Matla.

8. Mark earns \$11,887 per month gross from his DOJ job. His Army Reserve pay is not being included in determining child support, but is for alimony.

9. Based upon the foregoing incomes, the child support guidelines, and Mark having 120 overnights per year, his child support obligation is \$2,059 per month. His obligation is effective February 1, 2026, and shall continue until the youngest child turns 18 years of age or graduates from high school in his or her normal and expected year, whichever occurs later. His obligation shall decrease pursuant to U.C.A. Sec. 81-6-213 as each child is emancipated. Child support is payable one-half by the 5th day and one-half by the 20th day of each month.

10. **Extra-Curricular Activity Costs.** Each party is ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually

agreed-upon in writing extracurricular activities that the minor children may be involved in. This includes the girls' recreational-level dance and the boy's recreational-level basketball. Each child gets one activity at a time. If a new or additional activity is contemplated, or moving to the competitive level of dance or basketball is contemplated, then an agreement is needed. If an agreement is not reached and a parent wants to pay for the new activity or a competitive-level old activity, then the other parent shall still allow the child to go to that activity during that parent's parent-time unless that parent already has plans scheduled for the child or it is that parent's extended summer parent-time. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. Both parents shall be able to attend all of the children's extra-curricular activities and the parent who signs up the child shall notify the other parent of activities and any change.

11. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the health expenses of the minor children in accordance with U.C.A. Sec. 81-6-208. Mark is currently providing medical and dental insurance.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. The parent who incurs health expenses shall provide written verification of the cost and payment of expenses to the other parent within 30 days of payment unless they do the separate billing for each party by the provider. The other parent will remit payment within 30 days of receipt of the verification. 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 this paragraph. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary health expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the

health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children 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 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 children.

e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

f. The parent(s) ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child(ren), and thereafter on or before January 2 of each calendar year. The parent(s) are ordered to provide insurance cards and whatever other information and documents are needed for the other to use the coverages for the minor child(ren). Said parent(s) shall also notify the other parent of any change of insurance carrier, premium, or benefits within 30 days of the date he or she first knew or should have known of the change.

12. Child Care Expenses. The parties are each ordered to pay one-half of any reasonably incurred, work-related or agreed upon training-related child care expense incurred for a minor child. The party incurring the expense shall provide to the other proof of the expense (e.g., receipts) and identity of the child care provider upon initial engagement of the provider and thereafter on the request of the other party. The party incurring the expense shall provide written verification of any subsequent changes to the expense within thirty (30) calendar days of the date of the change. All sums due

hereunder shall be paid within thirty (30) days of their being incurred. The party incurring the expense may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if s/he fails to comply with the requirements of this paragraph.

13. **Taxes/Dependency exemption.** The parties shall file jointly for 2025 and split equally the cost to prepare the returns, any refunds, and any tax liabilities. For 2026 and after, the parties shall share the dependency exemptions/tax credits for the minor children as follows:

a. While there are four exemptions/credits available, Mark shall receive two and Matla shall receive two. Matla shall claim the two oldest children.

b. While there are three exemptions/credits available, Mark and Matla shall each receive one and alternate the third with Mark getting to claim the exemption/credit first. Matla shall claim the oldest child available.

c. While there are two exemptions/credits available, Mark shall receive one and Matla one. Matla shall claim the oldest child available.

d. While there is one exemption/credit available, the parties shall alternate with Mark getting to claim the exemption/credit first.

e. Mark shall only be entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of any tax year.

f. Notwithstanding the foregoing, neither party may claim an exemption/credit if it will not benefit him or her. In that case, the other parent shall get to claim said exemption(s)/credit(s).

14. Matla is awarded immediate and automatic income withholding relief as required by Utah Code Ann. Sec. 62A-11-401, et seq. and Sec. 62A-11-501, et seq., (1953) as amended, for the payment of child support and any alimony. This income withholding procedure shall apply to existing and future payors. Any federal or state tax refunds or rebates due to Mark may be intercepted and applied to any existing arrearages owed. All withheld income shall be submitted to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah, 84145-0011. All child support shall be paid directly to Matla in equal installments by the 5th and 20th days of each month during such times that the automatic withholding relief described above is not in operation. Mark shall notify the Office within ten (10) days of any change in residence or employment.

Alimony

15. Mark shall pay Matla alimony of \$2,141 per month commencing February 1, 2026. This awards her the marital standard of living. She may seek more alimony in the future if her income decreases, but not if his income increases. Alimony shall last for eight (8) years or terminate sooner upon Matla remarrying or cohabiting, or either party dying.

Real Property

16. During the course of the marriage, the parties acquired a home and real property located at 468 S. Madeline Ct., Grantsville, Tooele County, Utah. The home is awarded to Matla. Mark shall sign a quit claim deed surrendering his interest in the home to her. Matla shall pay the existing mortgage commencing February 1, 2026. She shall also refinance the mortgage within six (6) months so that Mark is no longer a liable party. If Matla fails to pay the existing mortgage in full and on time, then the home shall be sold immediately and the mortgage retired.

Personal Property and Financial Institution Accounts

17. During the course of the marriage, the parties acquired financial accounts which have already been equitably divided.

18. During the course of the marriage, the parties acquired personal property which has been equitably divided. This includes an award of the 2016 Ford Explorer to Matla and the 2011 Toyota Tacoma to Mark. The parties shall sell the 2024 Kia EV6 immediately, pay the net sale proceeds toward the Kia loan, and then split equally payment of the deficiency owed on that loan. Until it is sold, Matla shall make the full Kia loan payment.

Debts

19. During the course of the marriage, the parties acquired numerous debts and obligations. Each party is ordered to assume and pay, and hold the other harmless from liability thereon, the following:

a. Petitioner: the mortgage, her share of the Kia loan, the \$731 botox and \$5,500 attorney fee charges on her Visa, and half of what is left owing on her Visa (about \$12,000 is her half);

b. Respondent: his share of the Kia loan, the Thrift Savings Plan loan, half of what is left owing on her Visa (about \$12,000 after she pays the \$731 and \$5,500), and the joint Wells Fargo Visa ending in 1603; and,

c. All remaining debts and obligations shall be the responsibility of the party who incurred the particular debt.

20. Each party is ordered to notify his or her creditors of the division of the parties' obligations as set forth above and provide such creditors with his or her own separate, current address.

Retirement Assets

21. Regarding the DOJ Thrift Savings Plan, the current balance of the loan on it shall be subtracted from the current account balance in the plan, and the remainder divided equally between the parties. The parties shall also split equally the current balance in the Army Thrift Saving Plan. If a QDRO, DRO, or similar order is needed to transfer the accounts to Matla so that no taxes become due, then the parties shall split equally the expense to prepare those orders.

22. Matla is awarded all of the Roth IRA. If a QDRO, DRO, or similar order is needed to transfer the account to Matla so that no taxes become due, then the parties shall split equally the expense to prepare that order.

23. Mark has pensions through the DOJ and Army. Matla shall receive one-half of the marital portions of these pensions accrued during the marriage pursuant to the Woodward formula. The parties shall split equally the expense to prepare any needed QDROs to divide these assets. Mark shall cooperate in signing releases and/or providing needed information so that the QDROs can be drafted.

Life Insurance

24. Mark is ordered to name the children as equal beneficiaries of his FEGLI (DOJ) life insurance policy. Mark may name his parents as the trustees of the proceeds to spend equally amongst the children.

Attorney's Fees and Costs

25. Each party is ordered to pay his and her own respective costs and attorney's fees incurred in this action.

Miscellaneous Provisions

26. Matla is awarded the use of her former name, Gonzalez, if she chooses to use it.

27. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce. Should a party fail to execute a document within 60 days of entry of the Decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

28. Mark has already paid the \$4,035 mortgage for February, 2026. His child support plus alimony obligation is \$4,200 per month. His mortgage payment shall be considered to be a partial payment of February's child support and alimony. He owes another \$165.

-----End of order. The Court's signature will appear at the top of the first page-----

Approved as to form:

/s/ Anne-Greyson Long 01/29/2026
Attorney for Respondent (signed by
J. Scott Cottingham with permission
received by email on 1/29/26)