



JOANIE K. LOW (7244)
JACLYN J. ROBERTSON (11951)
JR LAW GROUP, PLLC
244 WEST 4860 SOUTH
SALT LAKE CITY, UT 84107
TELEPHONE (801) 297-8545
EMAIL: jlow@jrlawgroup.com

Attorneys for Elizabeth Demke - Petitioner

**IN THE THIRD JUDICIAL DISTRICT COURT,
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

ELIZABETH DEMKE,
Petitioner

and

CALEB DEMKE,
Respondent

DECREE OF DIVORCE

Case No: 264901025 DA
Judge: Chelsea Koch
Commissioner: Kim M. Luhn

This matter comes before the Court for final entry of a Decree of Divorce. The parties have stipulated to the Order, and the Court now enters the Decree of Divorce as follows:

DECREE OF DIVORCE

PARTIES, JURISDICTION & GROUNDS

1. Elizabeth is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. Caleb is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of this action.

3. Parties were married on August 2nd, 2002, in Anchorage, AK, and are presently married. Parties separated on or around June 1st, 2025.

4. The parties shall be awarded a *Decree of Divorce* on the basis of irreconcilable differences, consistent with the terms and provisions contained herein.

JURISDICTION OVER MINOR CHILD

5. The parties share one minor child born during the course of the marriage: L.J.D. born January 2008. No other children are expected.

6. The State of Utah has jurisdiction over the custody, visitation and child support issues in this action, for the following reasons:

a. Utah is the home state of the minor child. The minor child has resided in Salt Lake County, State of Utah for more than six (6) months prior to the filing of this action.

b. Neither party has information of any custody or parentage proceeding concerning the minor child in any other district court or juvenile court in this State or any other state.

c. There are no pending criminal, delinquency or other protective order cases in any court in this State or any other state or country in which a party or any of the parties' child is involved.

CHILD CUSTODY & PARENT-TIME

7. Parties shall be awarded joint legal custody of the minor child with Elizabeth having final say.

8. Parties shall be awarded joint physical custody of the minor child, with parties having parent-time as they agree, or pursuant to Utah Code Ann. §81-9-305 if the parties cannot agree.

PARENTING PLAN

9. **Legal Custody:** The parties shall exercise joint legal custody of the minor child.

The party with whom the child is then located shall make day-to-day decisions involving the child and shall make emergency decisions affecting the health or safety of the child. Significant legal decisions including without limitation medical, mental health, education, music, sports and religious upbringing shall be discussed in advance in an attempt to reach an agreement. If the parties are unable to reach agreement, Elizabeth shall have final decision-making authority.

10. Physical Custody: The parties shall exercise joint physical custody of the minor child, with each party having equal parent-time. Parties shall work together to create a parent-time schedule that works for both parties, taking into consideration the schedule and activities of the minor child. If the parties are unable to agree on a parent-time schedule, parties shall exercise parent-time pursuant to Utah Code Ann. §81-9-305.

11. Education: Elizabeth's home shall be designated as primary for the purpose of identifying the school which the minor child shall attend. In addition to any child support obligation, both parties shall be equally responsible for any and all of the child's public educational related expenses, as long as they are agreed upon in writing. Said expenses include, but are not limited to, enrollment fees, school clothing, school supplies, any tutoring related expenses, field trip expenses, school lunches, and any school related activities.

12. Communication/Exchange of Information: The child shall not be requested to carry messages between the parents. The parties shall communicate with each other in a respectful manner. Parties shall share all information about the child regarding special events, homework assignments, parent/teacher meetings, report cards, medical events and prescriptions that the other parent may not have access to and to keep an updated calendar of the child's schedule. Parties shall make a good faith effort to respond promptly to requests or messages

made by the other party.

13. Virtual or Telephonic Contact: While the child is not in his or her care, parties may contact the child each day by telephone or virtual at a reasonable time for reasonable durations. Parties shall arrange for the child to be in a quiet area with distractions being limited and neither party shall monitor the communication between the child and the other party, removing themselves from earshot during the conversation and allowing the virtual contact to transpire without interference. Parties shall recognize that the child may not be able or willing to conduct a telephone or virtual call for long durations of time and shall accommodate the child's abilities.

14. Extracurricular Activities and Sports: The parties shall encourage and support the child's participation in extracurricular activities and sports. The parties shall not purposefully try to supplant parent time with activities. The parties shall attempt to allow participation in activities in which the child expresses a desire to participate. The parties shall equally share the cost of any activities or equipment costs that are incurred for an activity in which a child is currently enrolled and any future activity that is agreed to in writing by both parties. Regardless, each parent is entitled to full disclosure as to any and all extracurricular activities in which the child is enrolled, and to be listed with the provider as the child's parent and emergency contact, and each party shall be entitled to the name of any teacher, coach or tutor, the schedule for the activities, and the contact information for the teacher, coach or tutor.

15. Disparaging Remarks: Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging or disrespectful terms and shall prevent third parties, and the child from doing so as well.

16. Special Considerations: Special consideration shall be given by each parent 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 which may inadvertently conflict with the parent-time schedule.

17. Other:

- a. Each party shall be identified as a parent to the child at any school he attends, in any medical, dental, or similar office, in any extracurricular activity that he attends, and to any surrogate care provider. Each party's contact information shall be provided to these entities, and each party shall be entitled to receive any and all communications made by these entities related to the child.
- b. The parties shall be required to discuss all important issues related to the child before any decisions are made. In the event that they do not agree, they shall first be required to consult, mutually, with a reliable subject matter expert, and only if that does not resolve the issue shall the dispute resolution mechanism of this agreement apply.
- c. Both parents shall have access directly to all school reports including school reports and medical records.
- d. Both parents are entitled to all school schedules for the minor child.
- e. Both parents shall be listed as "emergency contacts" for medical emergencies with any school, daycare, or any other such providers.
- f. Both parents shall be allowed to access the child at school and shall be

able to check the child out of school for any appropriate reason.

g. Each parent shall provide the other with his or her current address and telephone number within 48 hours of any change.

h. The parties shall notify one another of any illness that the child has. They shall also keep one another informed of any medications prescribed for the child, as well as any scheduled appointments with medical, dental, or mental health professionals.

i. Neither party shall enroll the child in services such as counseling without first notifying the other parent of the need for such a service and involving the other parent in choosing the professional who shall see the child. If a party makes the first contact with such a professional, they shall provide that person with the name, address, and telephone number of the other parent.

j. Both parties shall refrain from involving the child in “divorce issues.” Such issues include, but are not limited to, parent time disagreements; discussions about child support or financial hardships brought about by divorce; differences of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information regarding what occurs in one another’s homes (other than general conversation); and involving the child as a “messenger” between the parties.

18. Relocation: Should either parent relocate beyond 150 miles of the parties’ current residence before the minor child reaches 18 years of age, parties shall follow the parent-time schedule as set forth in Utah Code Ann. §81-9-209.

- 19. Holiday Parent-Time:** The parties shall mutually agree upon the division of holidays. If no agreement can be reached, the parties shall exercise holiday parent-time pursuant to Utah Code Ann. §81-9-302.
- 20.** Parties shall share all transportation and costs associated with parent-time of the child.
- 21.** During pick-up and drop off of the minor child, both parties shall be polite and cordial and behave maturely during exchanges of the child. The parties shall also prepare the child, both mentally and physically, for each parent-time exchange by having the child packed and ready to leave on time, and by encouraging the child to spend time with the other party.
- 22.** Special consideration shall be given by each parent 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 which may inadvertently conflict with the parent-time schedule.
- 23.** Regular school hours may not be interrupted for the exercise of parent-time by either parent.
- 24.** Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.
- 25.** Both parties shall notify the other party within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and the noncustodial party shall be entitled to attend and participate fully.
- 26.** Both parties shall have access directly to all school reports and medical records and both parties shall be notified immediately by the party with the child in their care in the event of a medical emergency.

27. Each party shall provide the other with the party's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

28. Each party shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of email privileges and virtual parent-time if the equipment is reasonably available.

CHILD SUPPORT

29. Elizabeth is employed and earns \$2,638 per month.

30. Caleb is employed and earns \$21,167 per month.

31. Using a joint physical custody worksheet in accordance with the Utah Child Support Guidelines, with Elizabeth having 183 overnights and Caleb having 182 overnights, and using the parties' actual incomes, Caleb shall be ordered to pay child support in the amount of \$767 per month.

32. Child support shall begin immediately and shall be paid one-half (1/2) on the fifth (5th) day of each month and one-half (1/2) on the 20th day of each month.

33. Child support shall continue until the child reaches eighteen (18) years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated.

34. Each of the parties shall be under mutual obligation to notify the other within ten (10) days of any change in monthly income.

TAX RELATED ISSUES

35. Elizabeth shall be entitled to claim the minor child as a dependency exemption for State and Federal income tax purposes.

MEDICAL EXPENSES

36. Whichever party has insurance available to them for medical, dental, vision and orthodontic expenses for the minor child shall be ordered to maintain on behalf of the minor child so long as it is available at a reasonable cost through their respective employer.

a. Both parties 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 shall be calculated by dividing the premium amount by the number of parties on said plan.

b. Both parties shall share equally all reasonable and necessary uninsured medical, dental, vision and orthodontic expenses, including deductibles and co-payments, incurred for the minor child and actually paid by the parties.

c. The party ordered to maintain insurance shall provide verification of coverage to the other party or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The party shall notify the other party or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that party first knew or should have known of the change.

d. A party who incurs medical, dental, vision and orthodontic expenses shall provide written verification of the cost and payment of the expenses to the other party within 30 days of payment. The reimbursement shall occur within 30 days of being provided proof of payment and verification of said expenses.

e. A party incurring medical, dental, vision and orthodontic expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with the subparagraphs "c" and "d" above.

CHILD RELATED EXPENSES

37. Both parties shall share equally all school fees and extra-curricular activities for minor child should such expenses become necessary. Upon the child being enrolled in one of the above activities, each party shall make arrangements with the school or provider to pay their one-half share directly to the provider rather than reimbursement to either party.

PERSONAL PROPERTY

38. During the course of the marriage relationship, the parties have acquired certain items of personal property. Said personal property shall be divided among the parties as it has been previously divided.

39. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

40. Both parties shall be allowed to keep the personal property items that they brought with them into the marriage, and/or the items the parties received as gifts from family members and each other.

VEHICLES

41. The parties shall each be awarded the vehicles to which they have each historically driven and used.

42. Specifically, Elizabeth shall be awarded the 2023 Kia Sportage. The vehicle has been paid in full and has equity of approximately \$26,000. Elizabeth shall pay to Caleb from her portion of the equity of the marital home when it is sold, \$13,000. Elizabeth shall then own the vehicle free and clear from any claim of interest by Caleb.

43. Each shall be responsible to pay all maintenance and other costs associated with this vehicle, including but not limited to: insurance, registration fees, taxes, liabilities, gas, repairs, and general maintenance. The party with the vehicle shall indemnify and hold the other harmless from any liability or costs related to this vehicle. If the vehicle is titled jointly, the parties shall cooperate to sign over title to the other party within ten (10) days of the entry of the decree or if there is a lienholder, when the loan is retired.

REAL PROPERTY

44. During the course of the marriage, the parties acquired a parcel of real property, namely a marital home located at 1456 E Firelight Way, Sandy, UT.

45. The home shall be placed for sale within ten (10) days from the date the *Decree* is entered. Once sold, equity from marital home shall be used to:

- a. Pay all costs associated with sale of home, including realtor costs, taxes and mortgage(s) and other fees;
- b. Any remaining equity divided equally between the parties.

FINANCIAL ACCOUNTS

46. The parties' have acquired checking and savings accounts during the course of the parties' marriage which they have been paying marital expenses from. Parties will equally divide the accounts at the time the *Decree of Divorce* is entered. At that time, Caleb shall be awarded the account and Elizabeth shall be removed from the account. Parties will cooperate with one another to remove Elizabeth from the account.

RETIREMENT ACCOUNTS

47. During the marriage, Caleb acquired a 401(k) retirement account. Parties shall equally divide the portion accumulated during the marriage.

48. A Qualified Domestic Relations Order (QDRO) or Domestic Relations Order (DRO) shall be prepared to divide Caleb's 401(k) and the parties shall share equally any costs associated with the division of these accounts.

DEBTS AND OBLIGATIONS

49. There are no marital debts, and a division is not required. However, should parties later discover marital debt, it shall be the responsibility of the party who incurred the debt.

50. Each party shall be obligated to assume any and all obligations and debts incurred in their own names after the parties' date of separation.

51. Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5 and 30-3-5(1)(c)(1953 as amended), the parties shall 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*.

ALIMONY

52. Elizabeth has need for financial support, Caleb has the ability to provide support, and the enumerated factors of Utah Code Ann. §81-4-502 otherwise support an award of alimony.

53. Caleb shall pay to Elizabeth a lump sum alimony award in the amount of \$75,000, from his share of the equity from the sale of the marital residence. In addition, Caleb shall pay to Elizabeth alimony in the amount of \$2,400 per month for a period of ten (10) years, or until the earliest occurrence of Elizabeth's remarriage, cohabitation, or death.

54. Alimony payments shall be paid in full by the first of each month.

55. At Caleb's election, he may satisfy any remaining alimony obligation by making a single lump sum payment at any time. The amount of such lump sum payment shall be calculated as the present value of all remaining monthly alimony payments, discounted at an annual rate of four percent (4%).

56. In addition, Caleb will pay to Elizabeth \$3,000 upon the signing of the *Decree of Divorce* in order to assist her in obtaining medical insurance.

RESTRAINING ORDERS

57. Both parties shall be restrained from threatening, harassing, bothering or harming the other party at their respective homes or future place of employment.

58. Both parties shall be restrained from using the other parties' likeness or image on social media, online or take out credit in the other parties' name.

MISCELLANEOUS

59. Elizabeth may, at her election, be restored to her former maiden name of "Osborn."

60. No dispute arising from or related to the *Decree of Divorce* shall be presented to the Court without a good faith attempt by both parties to resolve the issue through mediation or another mutually agreeable method of dispute resolution.

61. If any dispute arising from or related to the *Decree of Divorce* is submitted to the Court, the prevailing party may be awarded his or her attorney fees and costs associated with prosecuting or defending the dispute.

*****END OF DOCUMENT**

COURT SIGNATURE AND DATE APPEAR AT TOP OF FIRST PAGE***

APPROVED AS TO FORM:

Dated: April 8th, 2026

/s/ Jon Hogelin

JON HOGELIN

Attorney for Caleb Demke

**Electronically signed by
Joanie K. Low with permission
of Jon Hogelin*

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above Order was served by being emailed on the 2nd day of April 2026 to the following parties. Notice of objections to this Order must be submitted to the Court and counsel within seven (7) days after service. Shall no objections to this Order be submitted to the Court and counsel within seven (7) days after service, this Order shall be presented to the Court for entry and signature.

JON HOGELIN

Attorney for Caleb Demke

JR LAW GROUP, PLLC

/s/ Joanie K. Low

Joanie K. Low

Attorney for Elizabeth Demke

CERTIFICATE OF SERVICE

I hereby certify that on April 2nd, 2026, I caused a true and correct copy of the foregoing
(proposed) **DECREE OF DIVORCE** to be sent by the method indicated below to the following:

E-MAIL:

JON HOGELIN
SPENCER SALCIDO
Attorneys for Caleb Demke

/s/ Owen Kendall

Owen Kendall
Paralegal for JR Law Group, PLLC