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Attorney-Mediator for Parties

IN THE THIRD JUDICIAL DISTRICT COURT FOR SALT LAKE COUNTY

STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF RACHEL B. WORKMAN, Petitioner And JOSHUA F. WORKMAN, Respondent	DECREE OF DIVORCE Civil No. 264900873 Judge Richard Daynes Comm. Kim M. Luhn
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The above-captioned matter came on regularly for consideration by the Court without hearing pursuant to Utah Code § 81-4-406. Petitioner Rachel B. Workman ("Rachel") and Respondent Joshua F. Workman ("Joshua") entered into a Stipulation and Property Settlement Agreement (the "Agreement ") to settle all issues of this action. Pursuant to the terms of the Agreement, the parties consented that a Decree of Divorce could be entered consistent with the terms of the Agreement. The Court considered the testimony of Rachel Workman by way of declaration as to jurisdiction and grounds for this divorce. The Court having reviewed the Agreement and other pleadings on file

herein, and having entered its Findings of Fact and Conclusions of Law, hereby orders, adjudges and decrees as follows:

DIVORCE

1. The parties are awarded a divorce from each other and their marriage is terminated.

CUSTODY/PARENT TIME/PARENTING PLAN

2. Children. The parties have three children born as issue of their marriage, namely: BFW, son, born February 2017; MJW, son, born August 2019; and MGW, daughter, born August 2019.

3. Legal Custody. The parties shall be awarded joint legal custody of their minor child. The parties agree that it is in the best interests of the minor children that they share parental responsibilities as set forth in the Parenting Plan below. Each party recognizes that the other has a right to and shall fully participate in all important matters pertaining to the minor child's upbringing, including health, welfare and education.

4. Physical Custody and Parent-Time. The parties shall be awarded joint physical custody of their children, sharing equal parent-time. Parent time shall be as the parties agree. In the absence of mutual agreement, parent-time shall be exercised as follows:

A. *Regular Parent-time*. The parties shall follow a 2/2/5/5 schedule with one parent having the children overnight on Sunday and Monday of each week; the other parent having the children overnight on Tuesday and Wednesday of each week;

and the parties alternating weekends, with parent-time beginning on Thursday at 6 p.m. and ending on Sunday at 6:00 p.m.

B. *Extended Parent-time.* Each party shall be entitled to two weeks of uninterrupted parent-time during the children's summer school break. The parties shall cooperate to ensure that the children are not away from either party for more than fourteen (14) consecutive days.

i. Notice of a party's election to exercise extended summer parent-time shall be provided to the other party no later than thirty (30) days before the commencement of the children's summer school break. In the event of a conflict, priority shall be given to the party who first provides proper notice.

ii. Each party shall be reasonable and flexible in considering and granting requests for additional parent-time, with the goal of supporting meaningful time with both parents while accommodating family plans, vacations, and the children's activities.

C. *Holiday Parent-time.* Holiday parent-time shall be as the parties agree. If the parties cannot agree, they shall follow the holiday schedule below. The parties acknowledge that the statutory holiday parent-time schedule may be amended from time to time. Any such future amendments shall not automatically modify the holiday parent-time provisions of this Decree unless the parties mutually agree in writing to adopt those changes. If a dispute arises regarding the interpretation or application of holiday parent-time, the parties shall first attempt to resolve the issue in good faith. If

they are unable to reach agreement, they shall participate in mediation prior to seeking court intervention.

Years Joshua is Granted Holiday	Years Rachel is Granted Holiday	Holiday and Time
Odd	Even	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: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.
Even	Odd	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: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.
Odd	Even	Spring Break (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.
Even	Odd	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;

		<p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the minor child to school on the day following Memorial Day; or</p> <p>(b) at 8 a.m. on the day following Memorial Day if there is no school.</p>
Even	Odd	<p>Juneteenth: (1) Holiday begins at:</p> <p>(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</p> <p>(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.</p> <p>(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.</p>
Odd	Even	<p>July 4th (1) Holiday begins on July 3rd at 6 p.m.</p> <p>(2) Holiday ends on July 5th at 6 p.m.</p>
Even	Odd	<p>July 24th (1) Holiday begins on July 23rd at 6 p.m.</p> <p>(2) Holiday ends on July 25th at 6 p.m.</p>
Odd	Even	<p>Labor Day (1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the minor child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the minor child to school on the day following Labor Day; or</p> <p>(b) at 8 a.m. on the day following Labor Day if there is no school.</p>
Even	Odd	<p>Columbus Day (1) Holiday begins at 6 p.m. on the day before Columbus Day.</p> <p>(2) Holiday ends at 7 p.m. on Columbus Day.</p>
Odd	Even	<p>Fall Break (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the minor child to school on the day following the end of fall break; or</p> <p>(b) at 8 a.m. on the day following the end of fall break if there is no school.</p>
Even	Odd	<p>Halloween (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:</p> <p>(a) at the time that school is dismissed; or</p> <p>(b) at 4 p.m. if there is no school.</p> <p>(2) Holiday ends at 9 p.m. on the same day the holiday begins.</p>
Odd	Even	<p>Veteran's Day (1) Holiday begins at 6 p.m. on the day before Veterans</p>

		Day. (2) Holiday ends at 7 p.m. on Veterans Day.
Even	Odd	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: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.
Odd	Even	First Half of Winter Break, including Christmas Eve and Christmas Day (1) Holiday begins at: (a) 6 p.m. on the day 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.
Even	Odd	Second Half of Winter Break , 1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.
Even	Odd	Child's actual birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Odd	Even	The day before or after child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Every year		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.
	Every year	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.

5. Parenting Plan. The parties shall implement the objectives and goals of the parenting plan ("Parenting Plan") filed concurrently herewith, which is incorporated herein by this reference.

CHILD SUPPORT AND RELATED PROVISIONS

6. Child Support. Based on the parties' respective incomes, their 50/50 parent-time schedule, and the nominal amount of child support, the parties agree to

deviate from the child support guidelines and neither party be ordered to pay child support at this time.

7. Modification of Child Support. The amount of child support may be reviewed and modified pursuant to the provisions of Utah Code § 81-6-212 as described in *Exhibit B* of the Agreement and incorporated herein by this reference.

8. Child(ren)'s Health Insurance: Joshua shall maintain health, dental, and vision insurance coverage for the children. However, the parties may periodically review which party can obtain the most reasonable medical and dental insurance coverage for the benefit of the minor and adult children of the parties and such party may provide such insurance coverage provided that it is available to him or her through the place of employment at a reasonable cost and for so long as a child may be covered under the insurance policy.

A. The parties shall equally share any primary medical and dental insurance premiums actually paid by the party for the children's portion of the insurance on a per capita basis pursuant to Utah Code § 81-6-208. The children's portion of the premium 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.

B. The party ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2nd, of each calendar year, if there is a change in the

previous coverage, provider, or number of covered individuals. The party shall notify the other party of any change of insurance carrier, premium or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

9. Out-of-Pocket Medical/Dental Expenses. The parties shall equally share all out-of-pocket expenses incurred for the benefit of their children, including but not limited to medical, dental, orthodontic, mental health, and optical expenses. This includes co-payments, deductibles, and any uninsured or unreimbursed costs, regardless of which party's insurance provides coverage. This obligation shall continue for so long as a child is covered under either party's insurance policy, including during any period in which the child is an adult and qualifies as a dependent under the terms of the policy

10. Reimbursement of Medical Expenses. If a party incurs medical or dental costs for a child, that party shall provide written verification of the cost and payment of such to the other party within 30 days of payment. The other party shall make reimbursement within 15 days of the written verification being presented.

11. Childcare. Each party shall be solely responsible for arranging and paying for routine or employment-related child care expenses incurred during his or her respective parent-time, including but not limited to before-school care, after-school care, and routine childcare needed due to work obligations.

A. The parties shall equally share the cost of mutually agreed-upon enrichment programs for the children, including summer camps and structured school-

break programs, provided that such programs are agreed to by both parties in advance.

B. The parties shall confer in good faith regarding the selection of enrichment programs but may independently arrange and pay for childcare during their respective parent-time.

12. Extracurricular Activities. The parties will equally share any mutually agreed upon activities for the minor children. The parties will not enroll their children in an activity that impacts the other party's parent-time without the agreement of the other party. Each party will support the child in participating and getting to their mutually agreed upon activities.

13. School Fees. The parties shall also equally share any education-related costs for minor children including any school registration fees, book fees, field trip costs, after school programs, classes or extended care, or other similar school cost.

14. Clothing. The parties shall maintain sufficient clothing for the minor children at their respective residences. In the event a party purchases clothing intended for use in both households, and such purchases have been agreed upon by both parties in advance, the parties shall share the cost of such clothing equally.

15. Children's Auto Insurance Premiums. The parties shall equally share the cost of automobile insurance premiums attributable to insuring the minor children as drivers.

ALIMONY AND RELATED PROVISIONS

16. Waiver of Alimony. Each party is able-bodied, employed or employable, and able to meet his or her own financial obligations. Each party irrevocably waives any claim to past, present or future alimony under any condition or circumstance.

17. Parties' Insurance. Each party shall be responsible to maintain his or her own medical and dental insurance coverage and each shall be responsible for his or her own uninsured medical and dental costs.

PROPERTY AND DEBT DISTRIBUTION

18. Marital Estate. During their marriage, the parties acquired certain real and personal property which shall be divided between the parties as described below. During their marriage, the parties incurred certain debts and obligations which shall be allocated between the parties as described below. The party assuming a particular debt or obligation shall indemnify and hold the other party harmless therefrom.

19. Marital Residence. Joshua shall be awarded the marital residence, which has a mortgage owed in the amount of approximately (\$519,373). The appraised value of the home is \$742,050 but the parties have agreed to reduce the home value by 3% when calculating marital equity. Accordingly, the marital equity is \$222,677, which shall be divided equally between the parties.

A. Joshua shall pay Rachel her one-half share of the marital equity in the amount of \$111,338.50 within 90 days of the entry of the Decree of Divorce.

B. Joshua shall be solely responsible for the existing mortgage on the marital residence and shall take all necessary steps to remove Rachel's name from the mortgage and any related loan obligations within 90 days of the entry of the Decree of Divorce. Such removal may be accomplished through an equity loan, loan modification, or other lender-approved financing, and shall not require a refinance of the existing mortgage unless Joshua elects to do so or as required by the lender.

C. Upon payment of Rachel's share of the marital equity and removal of her name from the mortgage, Rachel shall execute a quit claim deed transferring any interest she has in the marital residence to Joshua. The parties shall cooperate in good faith to complete any documents reasonably required to effectuate this transfer.

20. Vehicles. Rachel shall be awarded her 2018 Chrysler Pacifica Touring and Joshua shall be awarded his 2017 Ford Fusion. Neither vehicle has any debt encumbering it.

21. Bank & Investment Accounts. The following joint accounts shall be divided as follows:

Financial Institution	Account Number (last four digits)	Amount awarded to Rachel	Amount awarded to Joshua	Account Awarded to
Wells Fargo	xx3419	\$480	Remaining balance as of actual date of division	Parties will close account after division of funds.
MACU	xx6067	Remaining balance as of actual date of division	\$157.50	Parties will close account after division of funds.

Ally Bank	xx6325	\$11,716.50	Remaining balance as of actual date of division	Joshua shall be awarded account. Joshua shall transfer to Rachel the amount allocated to her within fourteen (14) days of the entry of the Decree of Divorce.
Vanguard	xx2166,xx3815, xx5030, xx5536, xx6500	\$22,998.50	Remaining balance as of actual date of division.	Joshua shall be awarded account. Rachel shall establish accounts in her individual name for the purpose of transferring her share of the Vanguard accounts within seven (7) days of the entry of the Decree of Divorce. Joshua shall transfer to Rachel the amount allocated to her from Vanguard within fourteen (14) days of the entry of the Decree of Divorce.
Health Savings Account		\$37,789	Remaining balance as of actual date of division	Joshua shall be awarded account. Joshua shall transfer to Rachel the amount allocated to her within fourteen (14) days of the entry of the Decree of Divorce.

22. Retirement Accounts. Each party acquired retirement accounts during the marriage. Rachel shall be awarded her Enpower 401(k) account and Joshua shall be awarded his Principal 401(k).

23. Joshua's ESOP. Joshua's ESOP account shall be used to equalize the retirement and ESOP accounts. Rachel shall be awarded the amount of \$41,764 with Joshua being awarded the remaining balance. Joshua shall transfer to Rachel her within (14) days of the entry of the Decree of Divorce.

24. Furniture and Furnishings. The parties will equitably divide their furniture and furnishings and other personal property. If the parties are unable to equitably divide the furniture and furnishings, the parties shall attend mediation within 60 days of the entry date of the Decree of Divorce in an attempt to resolve the issue. In the event the parties are unable to resolve the issue in mediation, the mediator shall act as an arbitrator and make the final decision. The parties shall equally pay the fees of the mediator/arbitrator.

25. Personal Effects. Each party shall be awarded his or her clothing and personal effects not already in his or her possession.

26. Separate Property. Each party shall be awarded as his or her separate property, property acquired by gift, devise or inheritance, or as a gift from the other party during the marriage.

27. Marital Debt. Excluding the mortgage on the marital residence, there is no joint marital debt.

28. Separate Debt. Each party shall assume and pay his or her debts and obligations incurred in his or her name and indemnify and hold the other party harmless therefrom.

29. Undisclosed Assets. In the event the Agreement does not provide for the award of a marital asset, each party shall be awarded one-half of the value or amount of the marital asset.

TAX PROVISIONS

30. Tax Audit. In the event any income tax return of the parties filed on a married filing joint basis is audited, the parties shall be equally liable for any tax, penalty or interest assessed or shall be equally entitled to any refund.

31. 2025 Tax Return. The parties have filed or will file their federal and state income tax returns for the year 2025 on a married filing joint basis. The parties shall be equally liable for any tax, penalty or interest assessed or shall be equally entitled to any refund.

32. Dependency Exemptions. The parties shall equalize the use of the dependency exemptions for the minor children. Rachel shall be entitled to claim MGW as a dependent for tax purposes and Joshua shall be entitled to claim MJW. The parties shall alternate claiming BFW each year with Joshua claiming him in odd tax years and Rachel in even tax years. The parties may claim a child so long as that child qualifies as dependent, including beyond the age of 18, if permitted under applicable tax law. A party must be current on all child support obligations (including reimbursement of above referenced child related expenses) as of December 31st of the applicable tax year in order to claim a minor child as a dependent.

33. No Tax Savings. If claiming a child as a dependency exemption results in no tax savings to a party for a particular year, that party shall voluntarily permit the other party to claim the dependency exemption.

MISCELLANEOUS PROVISIONS

34. Execution of Documents. The parties shall execute such documents as may be necessary to transfer the property as awarded by the Court to the party entitled thereto.

35. Attorney Fees. Each party shall pay his or her own attorney's fees and costs incurred in this action.

36. Maiden Name. Rachel may have her maiden name of Jones restored to her if she so desires.

37. Disputes. In the event of a dispute between the parties as a term of this Agreement, the parties shall mediate the issue before either party may initiate court action. The parties shall equally pay the cost of the mediation.

****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY
THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE****

Approved as to form
This 29th day of April, 2026.

/s/ Rachel B. Workman_____

Rachel B. Workman

Petitioner

Signed by Diana L. Telfer with permission
by Rachel B. Workman

Approved as to form
This 28th day of April, 2026.

/s/ Joshua F. Workman_____

Joshua F. Workman

Respondent

Signed by Diana L. Telfer with permission
by Joshua F. Workman

CERTIFICATE OF SERVICE

I hereby certify that on the _____ day of April, 2026, I hereby caused the foregoing **DECREE OF DIVORCE** to be electronically filed and served by the method indicated to the following:

Joshua F. Workman
joshuafestusworkman@gmail.com
Respondent
Via email only

Rachel B. Workman
rachelb.workman@gmail.com
Petitioner
Via email only

/s/ Eva Leavitt
Legal Assistant

Notice: Pursuant to Rule 7(j)(5)(C) of the Utah Rules of Civil Procedure, notice of objection as to the form of the order of the court shall be filed within seven days after service.