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

In the matter of the marriage of
STEPHAN FOSTER,

Petitioner,

and

JESSICA FOSTER,

Respondent.

DECREE OF DIVORCE

Civil No.: 254300585
Judge: L. Douglas Hogan
Commissioner: Renee Blocher

COMES NOW, Petitioner, STEPHAN FOSTER (*hereinafter* "Petitioner" or "Father"),
having filed a *Petition for Divorce* and Respondent, JESSICA FOSTER (*hereinafter*
"Respondent" or "Father"), having been properly served, the parties participated in good faith
negotiations and having entered into a *Stipulation and Settlement Agreement* (*hereinafter*
"Stipulation") resolving all issues in their divorce, and the Court having previously entered its
written *Findings of Fact and Conclusions of Law*,

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

DIVORCE

1. **Divorce.** The parties are granted a divorce based upon their irreconcilable differences pursuant to Utah Code Ann. Section 81-4-405.

2. **Child.** During the course of the marriage the parties had born to them one child to wit:

- a. V.W.F. (born February 2024).
- b. The parties are not expecting any additional minor children because of the marriage.

3. **UCCJEA Jurisdiction.** Utah has jurisdiction over custody and parent-time in this case because Utah is the home state of the minor child. *See* Uniform Child Custody Jurisdiction and Enforcement Act under Utah Code §78B-13-102(7). This court may make an initial custody determination under Utah Code §78B-13-201.

4. **Rule 100 Information.** Pursuant to Utah R. Civ. P 100, the parties state upon information and belief, that:

- a. There are the following proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the child which have been filed, or are pending, or have been completed with an order.
 - i. The parties previously received a Decree of Divorce in Case #244300292.
 - ii. The Temporary Protective Order (Case #254900575) entered on January 2, 2026, has been dismissed by request of Mother.
- b. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the minor and who claims to have custody, child

support, and/or parent-time or visitation rights.

5. **Legal Custody.** The parties shall share joint legal custody of the minor child consistent with the proposed Parenting Plan provisions incorporated herein.

6. **Physical Custody.** The parties shall share physical custody based upon an equal parent-time schedule, with Mother having 183 overnights, and Father having 182 overnights each year. If the parties are unable to agree on parent-time, the parties shall follow the following parent-time schedule:

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK 1	FATHER	FATHER	MOTHER	MOTHER	FATHER	FATHER	FATHER
WEEK 2	FATHER	FATHER	MOTHER	MOTHER	MOTHER	MOTHER	MOTHER

7. **Holiday Parent-time.** The parties are awarded holiday visitation as they mutually agree, if they do not mutually agree then in accordance with Utah Code Ann. Section 81-9-304 which schedule is reproduced below. The parties shall exercise holiday parent-time as follows:

EVEN YEARS	ODD YEARS	HOLIDAY AND TIME
MOTHER	FATHER	Martin Luther King Jr. Holiday 6 p.m. on the Friday before holiday to 7 p.m. day of holiday
FATHER	MOTHER	President's Day 6 p.m. on the Friday before holiday to 7 p.m. day of holiday
MOTHER	FATHER	Spring Break from 6 p.m. on the day school lets out to Sunday 7 p.m.
FATHER	MOTHER	Memorial Day on Friday at 6 p.m. to Monday at 7 p.m.
MOTHER	FATHER	July 4th 6 p.m. day before holiday the day after at 6 p.m.
FATHER	MOTHER	July 24th 6 p.m. the day before holiday to the day after as 6 p.m.
MOTHER	FATHER	Labor Day 6 p.m. on Friday to 7 p.m. on Monday
FATHER	MOTHER	Columbus Day 6 p.m. on day before holiday to 7 p.m. day of holiday
MOTHER	FATHER	U.E.A. Weekend 6p.m. on the day school lets out to 7 p.m. on Sunday
FATHER	MOTHER	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
MOTHER	FATHER	Veteran's Day 6 p.m. on day before holiday to 7 p.m. day of holiday

FATHER	MOTHER	Thanksgiving 7 p.m. on Wednesday to 7 p.m. on Sunday
MOTHER	FATHER	First Half of Christmas Vacation, including Christmas Eve and Christmas Day until 1 p.m. on day halfway through break (if odd number of days in break), or 7 p.m. (if even number of days in break)
FATHER	MOTHER	Second Half of Christmas Vacation , beginning 1 p.m. on day halfway through the break (if odd number of days in break) or 7 p.m. (if even number of days in break)
MOTHER	FATHER	The day before or after child's birthday 3 p.m. to 9 p.m.
FATHER	MOTHER	Child's actual birthday 3 p.m. to 9 p.m.
FATHER	FATHER	Father's Day 9.00 a.m. to 7.00 p.m.
MOTHER	MOTHER	Mother's Day 9.00 a.m. to 7.00 p.m.

8. **Child Support.** The parties shall pay child support in compliance with the Uniform Child Support Guidelines. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 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) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 78A-6-801 and based on the combined support amount as derived from the parties' imputed income to be determined by the court.

9. Pursuant to Mother's financial declaration, her gross monthly income is \$7,062.93. Pursuant to Father's financial declaration, his gross monthly income is \$6,923.00. Therefore, Father shall be obligated to pay Mother \$5.00 per month in Child Support.

10. Child support payments shall begin the month of the filing of divorce in this matter. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

11. If the obligor parent is thirty (30) days late, the obligee parent shall be entitled to mandatory income withholding relief pursuant to Utah Code § 62A-11, Parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

12. Any Office of Recovery Service fee shall be paid by the obligor parent.

13. Each of the parties shall be under mutual obligation to notify the other within thirty (30) days of any substantial change in circumstances as defined by Utah law to modify support.

14. **Medical Expenses.** If health care coverage is or becomes available at a reasonable cost, Father shall purchase and maintain appropriate health, hospital, and dental care insurance for the minor child.

15. If, at any point in time, the minor child is 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 minor child and the health, hospital, or dental insurance plan

of Mother shall be secondary coverage for the dependent minor child. If a parent remarries and his or her dependent minor child is 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 minor child.

16. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor child's portion of insurance unless the court finds good cause to order otherwise.

17. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the minor child's portion of the premium. If the parent does not have insurance but another member of the parent's household provides insurance coverage for the minor child, the parent may receive credit against the base child support award or recover the other parent's share of the minor child's portion of the premium.

18. The minor child's portion of the premium is a per capita share of the premium actually paid. The premium expense for the minor child 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 minor children in the instant case.

19. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor child, including deductibles and copayments unless the court finds good cause to order otherwise.

20. The parent ordered to maintain insurance shall provide verification of coverage to

the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 *et seq.*, upon initial enrollment of the dependent minor child, and after initial enrollment on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 *et seq.*, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

21. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The other parent shall reimburse the parent within thirty (30) days.

22. In addition to any other sanctions provided by the court, 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 provide verification.

23. **Child Care Expenses.** Pursuant to Utah Code §81-6-209 *et seq.*, both parties shall share equally all reasonable work, career, or occupational training-related childcare expenses.

24. The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party incurring and/or paying for childcare expenses shall notify the other party of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

25. The party not directly paying for childcare shall begin paying his or her share of childcare expenses within 30 days upon presentation of proof of the childcare expense.

26. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.

27. **Taxes.** For personal tax purposes, the parties shall alternate claiming the child as a dependent each tax year. Father shall claim the child in even years, and Mother in odd years.

28. The parties shall be entitled to buy-out the other parent's exemption in any given year. The party exercising this provision must request the buy-out amount by March 1st following the tax year to be filed. The entitled party must provide the cost of the buy-out which will be the difference between the entitled party's tax obligation with the exemption and their tax obligation without the exemption. The entitled party shall provide this amount to the requesting party by March 15th. If the requesting party desires to exercise the buy-out, they must tender the buy-out amount to the entitled party by April 1st. The entitlement to the exemptions changes to the requesting party at the time they tender payment.

29. If Father is behind on any child support obligation by December 31st of any tax year, Father shall not be entitled to claim the minor child for tax purposes for that tax year. If Mother believes Father is behind on his child support obligation, she shall give him notice of such by December 15th.

30. **Public Assistance.** Neither party has received or is receiving public assistance from the State of Utah.

DIVISION OF THE MARITAL ESTATE

31. **Personal Property.** During the course of the marriage the parties acquired personal property. The personal property acquired during the marriage shall be divided equitably

between the parties.

32. Father has not had access to the marital home since December 16, 2025. Father shall have fourteen (14) days to inventory the Marital Home to ensure no items have been removed or damaged. If any of Father's items have been removed or damaged, then Mother shall be responsible to replace or repair the items.

33. The personal party will be divided as the parties can agree.

34. **Phone.** Mother's adult son purchased a cell phone, an iPhone 17 Pro Max with a cost of \$1,200.00, on Father's T-Mobile plan in exchange for the son 1) paying the parties half of his car insurance on their plan; and 2) that he would pay for the financing of the phone. Son has stopped paying for the phone, only ever giving Father \$100.00 for it, and Father now has an obligation for \$999.00 on this phone which he must pay to avoid negative repercussions to his credit. Mother shall return the phone to Father so he can sell or return the phone and recoup his costs. Alternatively, Mother shall take on her son's obligation and pay Father in full for the phone in the amount of \$999.

35. Mother shall vacate the parties' home on or before May 1, 2026.

36. Father will pay a one-time amount of \$7500 to Mother to assist her in obtaining and maintaining housing.

37. **Vehicles.** Prior to the marriage, the parties obtained interest or ownership of certain vehicles. The vehicles and their associated debt shall be awarded free and clear of any claim by the other party as follows:

- a. **Awarded to Father:** 2015 Dodge Charger, 2015 GMC Sierra Denali 2500, 2002 Skyline Camping Trailer.

b. **Awarded to Mother:** 2015 Toyota Highlander.

38. **Accounts.** During the course of the marriage the parties obtained interest in certain checking, savings, or other financial accounts. The parties shall be awarded their separate bank accounts and all of the funds therein, free and clear of any claim by either party. The joint account opened by the parties, MACU ending in 7747, and all funds therein shall be awarded to Father free and clear of any claim by Mother.

39. **Separate and Premarital Property.** Each party shall be awarded their separate and premarital property, including property or monies in their possession at the time of marriage or received from inheritance, unless stated otherwise herein.

40. **Debts and Obligations.** The parties shall be responsible for any debt in his or her respective name, holding the other harmless.

41. The parties shall be responsible for any respective individual post-separation debts that are incurred.

42. The parties should notify respective creditors or obligees, regarding the court's division of debts, obligations, or liabilities and regarding the parties' separate, current addresses.

43. **Real Property.** During the course of the marriage, the parties obtained interest in real property located at 1350 N. Harper Way, Tooele, Utah, 84074. Father shall be awarded the real property free and clear of any claim by Mother. Mother shall vacate the marital home on or before May 1, 2026.

44. **Retirement and Other Investment Accounts.** During the course of the marriage both parties may have either obtained interest in or contributed marital funds to their respective retirement and other investment accounts. The parties are hereby awarded any retirement,

pension, 401k, and/or IRA accounts held in their separate names, without claim from the other.

45. **Alimony.** No alimony should be awarded now or in the future.

46. **Mutual Restraining Orders.** The parties shall be restrained from disparaging the other party to or in the presence of the minor child and are to instruct third-parties to also be so restrained. The parties shall be restrained from discussing the legal action or any adult topics with or in the presence of the minor child and are to instruct third-parties to also be so restrained.

47. The parties shall be permanently restrained from harassing, harming, bothering, annoying, threatening, committing violence or attempting to harass, bother, annoy, threaten or commit violence to the other. Said methods of harassment include, but are not limited to, excessive unsolicited telephone calls, excessive electronic contact through e-mails, texts, etc., and unplanned visits at the other's place of residence.

48. Neither party will dissipate, sell, or transfer any separate or marital property during the pendency of this action, except to make payments on undisputed marital debts as they come due. The parties shall be restrained from using each other's names and/or social security numbers to obtain any debt.

49. **Duty to Sign Documents.** Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within 60 days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask 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.

50. **Attorney Fees.** Each of the parties shall assume and pay their own attorney fees and cost so long as the matter remains uncontested. In the event Mother chooses to contest the claims herein, Mother shall be required to pay Father's attorney fees and costs.

SO ORDERED.

SIGNED BY THE COURT

As indicated by the electronically added seal and date atop page 1
HONORABLE JUDGE L DOUGLAS HOGAN
COMMISSIONER RENEE BLOCHER
Third District Court

Notice Pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure

TO THE PARTIES: Notice is hereby given that pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure, that this proposed Order shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

Dated: April 24, 2026 _____

/s/ Chelsea Hoffman _____

APPROVED TO FORM:

/s/ David Cundick _____

Signed by Chelsea Hoffman with permission by email on May 1, 2026 from
David Cundick
Attorneys for Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing instrument was served as indicated below, on this 24th day of April 2026, to the following:

DAVID C. CUNDICK
Attorney for JESSICA FOSTER
3949 W Penstemon Way
Lehi, UT 84048
davecundicklaw@gmail.com

☐ U.S. Mail, Postage Prepaid
☐ Hand Delivered
☐ Facsimile Transmission
☒ Email/EFILE
☐ Overnight Mail

/s/ Erin Rosado