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**IN THE THIRD JUDICIAL DISTRICT COURT – SALT LAKE DEPARTMENT SALT
LAKE COUNTY, STATE OF UTAH**

Salt Lake City District Court, 450 South State Street, Salt Lake City, UT 84114

In the matter of the marriage of AUDREY NICOLE JONES, Petitioner, and DANIEL WAYNE JONES, Respondent.	AMENDED DECREE OF DIVORCE (Stipulation, signed April 6, 2026) Case No.: 234903762 DA Judge: DIANNA GIBSON Commissioner: KIM M. LUHN
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THIS MATTER CAME BEFORE THE COURT on Petitioner’s request to submit for decision the above-referenced AMENDED DECREE OF DIVORCE from a complete settlement agreement (hereinafter, the “Stipulation”). Petitioner (“Audrey”) and Respondent (“Danny,” and they are collectively the “Parties”) each executed the Stipulation, with Audrey signing it on February 2, 2026, and Danny signing it on February 13, 2026. The Stipulation was filed with this Court on February 13, 2026. *See* Docket No. 332. On April 6, 2026, a revised stipulation was signed and filed with the Court. *See* Dkt. 367.

The Petitioner filed her Verified Petition for Divorce on the July 10, 2023. Dkt. 1. The

Respondent filed his Verified Answer and Counter Petition on August 23, 2023. Dkt. 21. The Court received the Petitioner's Affidavit of Jurisdiction and Grounds for Divorce in support of the Findings of Fact and Conclusions of Law and Amended Decree of Divorce. Having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, the Court does hereby ORDER, ADJUDGE and DECREE as follows:

AMENDED DECREE OF DIVORCE

The Court previously entered a Bifurcated Decree of Divorce on January 13, 2025, without addressing grounds. The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Amended Decree of Divorce from each other, the same to become final upon entry by the Court.

Provisions Relating to Jurisdiction

1. Jurisdiction. The parties are both bona fide residents of Salt Lake County, State of Utah, and have been residents of Utah for more than three months before the filing of the petition, making jurisdiction and venue proper in Utah pursuant to Utah Code section §78B-3-205.

2. Marriage Statistics. Daniel and Audrey were married on or about May 16, 2009, in Montgomery County, Maryland. The parties separated on or about July 1, 2023.

3. Bifurcated Decree of Divorce. The parties were awarded a Bifurcated Decree of Divorce by this Court on January 13, 2025 (Docket No. 266), ending their marital relationship but reserving all remaining disputed issues, including the grounds for divorce. Therefore, the Parties shall be granted an amended decree of divorce pursuant to Utah Code Ann. § 81-4-405(h)

based upon irreconcilable differences that arose between them and made their marriage irretrievably broken and impossible to continue.

Provisions Relating to Child Custody

4. Minor Children. During the marriage, four (4) minor children were born to wit: PWJ (born March 2011); KWJ (born May 2013); CMJ (born September 2015); and ADJ (born May 2020). No other children are expected. The minor children resided in Utah for at least six months before the initial petition was filed and no other court has jurisdiction over these children; therefore, Utah has jurisdiction over the children pursuant to Utah Code Ann. Section 81-6-103(1).

5. Custody. The parties shall be awarded joint legal custody and joint physical custody of the minor children.

6. Parent-Time. It is in the best interest of the minor children that the parties share physical custody of the minor children on a 50/50 schedule consistent with UCA §81-9-305. The parties' shared parent-time schedule shall be as follows:

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	Mom	Mom	Mom	Dad	Dad	Dad	Dad
2	Dad	Mom	Mom	Dad	Dad	Mom	Mom
3	Mom	Mom	Mom	Dad	Dad	Dad	Dad
4	Dad	Mom	Mom	Dad	Dad	Mom	Mom

7. Each parent's designated parent-time day is an overnight visit.

8. The parties shall comply with the terms set forth in the parent-time statute located at UCA §81-9-305 including any additional statutes referenced therein.

9. The parties shall agree in writing upon a Holiday schedule by October 31 for the

next calendar year. If the parties cannot agree, they shall adhere to the holiday schedule outlined in accordance with UCA §81-9-303(15) (except as detailed below). The parties shall share the holidays, extended time and parent-time elections in accordance with UCA §81-9-303(15) with the Respondent designated as the non-custodial parent for holiday purposes. Order of priority for conflicts in the holiday schedule follow UCA §81-9-303(10). A child's birthday shall be celebrated with all the minor children.

(Holiday parent-time chart follows; this space is intentionally blank.)

Holiday	Holiday Time Period	Dad	Mom
Dr. Martin Luther King Jr. 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 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.	Odd years	Even years
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.	Even years	Odd years
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.	Odd years	Even years
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;(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	Even years	Odd years

	minor child to school on the day following Memorial Day; or(b) at 8 a.m. on the day following Memorial Day if there is no school.		
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.	N/A	All Years
Juneteenth National Freedom Day	(1) Holiday begins at:(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(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Not observed	Not observed
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.	All years	N/A
Independence Day	(1) Holiday begins on July 3rd at 6 p.m.(2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m.(2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor 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 Labor Day; or(b) at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day.(2) Holiday ends at 7 p.m. on Columbus Day.	Not observed	Not observed
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.(2) Holiday ends:(a) upon delivering the minor child to school on the day following the end of fall break; or(b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:(a) at the time that school is dismissed; or(b) at 4 p.m. if there is no school.(2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day.(2) Holiday ends at 7 p.m. on Veterans	Not observed	Not observed

	Day.		
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.	Even years	Odd years
Winter Break (First Half)	(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.	Odd years	Even years
Winter Break (Second Half)	(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 years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m.(2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m.(2) Holiday ends at 9 p.m.	Not observed	Not observed
Mother's Birthday	March 4 (3 hours to be determined by the parties)	Never	Always
Father's Birthday	January 26 (3 hours to be determined by the parties)	Always	Never

10. As a part of this agreement, the parties agree to the following parent-time holiday schedule for the 2026 calendar year only.

2026 HOLIDAY SCHEDULE	GRANTED TO and OVERNIGHTS
MLK Jr. Day (1/16-18/2026)	Mom (3)
President's Day (2/13-16/2026)	Dad (3)
Spring Break (3/27-4/5/2026)	Mom (9)
Memorial Day (5/22-25/2026)	Mom (3)
Mother's Day (5/10/2026)	Mom (1)
Father's Day (6/21/2026)	Dad (1)
Juneteenth (6/19/2026)	Not Observed
Independence Day (7/3-5/2026)	Dad (2)
Pioneer Day (7/23-25/2026)	Dad (2)
Labor Day (9/4-7/2026)	Dad (3)

Columbus Day (10/12/2026)	Not Observed
Fall Break (10/16-25/2026)	Dad (9)
Halloween (10/31/2026)	Mom (0)
Veterans' Day (11/11/2026)	Not Observed
Thanksgiving (11/24-29/2026)	Mom (5)
Winter Break (First Half, 12/18-27/2026)	Dad (and Mom gets three hours with all the children on 12/25/2026) (9)
Winter Break (Second Half, 12/27/2026-1/4/2027))	Mom (8)
Day of Child's Birthday	Dad
Day before/after Child's Birthday	Not Observed
Dad's Birthday (January 26)	Dad
Mom's Birthday (March 4)	Mom

11. Parent-time exchanges shall occur at school (or at after school child care) while school is in session. When school is not in session and the children are not in surrogate care, the party concluding their parent-time shall deliver the children to the other parent's home at 9:00 a.m., unless otherwise agreed in writing by the parties.

12. If the parent concluding his or her parent-time cannot physically deliver the minor children to the other parent's home or school, then a stepparent, grandparent, or other responsible adult designated by said parent, may deliver the children for parent-time if the other parent is aware of the identity of the individual.

13. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the children's attendance at school for that school day.

14. Summer Parent-Time. Each party shall be allowed to have up to two weeks of uninterrupted extended parent-time with the minor children during the summer, which may be consecutive, pursuant to Utah Code § 81-9-305(5). The parent designated herein may provide notification of their designated extended time at any time by April 1, as follows: Mom in even

years, and Dad in odd years; and the other parent may make their designation thereafter, in accordance with Utah Code § 81-9-305(5)(b)(i). A parent shall make a designation at least 30 days before the day on which the designated two-week period begins, per Utah Code Section 81-9-305(5)(b)(ii). Neither parent should designate their uninterrupted time over the other parent's holidays, without the written permission of the other parent.

PARENTING PLAN

15. Parenting Plan. The parties shall adopt the following stipulated parenting plan, submitted herewith in good faith and in accordance with Utah Code Ann. §§ 81-9-203 and 81-9-305(2).

- a. Reasonable efforts and special consideration shall be given to each party to make the children available to attend special occasional family functions including funerals, weddings, family reunions, religious activities, or other significant events in the life of the children.
- b. Each party shall have free and open access to all information regarding each child, including medical records, school records, mental health records, ecclesiastical records, etc. This means, among other things, that both parties shall be fully entitled to contact the child's school, doctors, therapists, daycare providers, church leaders, etc. to obtain information about each child.
- c. The parties shall notify one another within 24 hours (or as soon as possible) of receiving notice of all significant school, social, sports, and community functions in which the minor child is participating or being honored (unless the parents both receive notification

directly and each parent shall be able to obtain any such information directly) and both parties shall be entitled to attend and participate fully.

- d. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the children's emotional needs, accomplishments, and other information appropriate to share with the other parent.
- e. Communication shall be between the parties only and shall not involve third parties. Communication between the parties shall be brief and succinct regarding the minor children, their needs and/or parent-time changes. If either parent chooses and finds it necessary, the parties shall use a coparenting app, such as TalkingParents.com or OurFamilyWizard or another mutually agreed upon co-parenting application. Any message requiring a response shall be responded within a reasonable period of time (24 hours or less).
- f. Each party shall provide the other party with his or her current address, telephone number, and email address, and notify the other party of any changes to his or her current address, telephone number, or email address within 24 hours of any change.
- g. Each party shall provide all surrogate care providers with the name, current address, and telephone number of the other party. Each parent shall provide the other party with the name, current address, and telephone number of all surrogate care providers and dates the child(ren) will be in surrogate care.
- h. The parties shall minimize the children's exposure to parental conflict. Child exchange times shall be without tension or contention for each child's benefit. The parties shall be

courteous and respectful when exchanging the children and shall defer discussing any disputes until a time and place outside of the children's presence or earshot.

- i. The parties shall be prohibited from directly or indirectly using any of the children as a means of communicating with each other or otherwise placing any of the children in the middle of any disputes between the parties.
- j. The parties shall be prohibited from disparaging one another to any of the children or in the presence of any of the children or allowing others to do the same. The parties shall not make negative remarks about each other in front of a child or allow others to make negative remarks about the other parent. Each party shall be required to remove a child from the presence of any third party who is disparaging the other party to the child, in front of the child, or within earshot of the child.
- k. Each party shall be entitled to reasonable, unmonitored, and uncensored telephone, text message, email, and webcam contact with the children when they are with the other party, provided the contact is not particularly time-consuming nor intrusive upon the other party's parent-time. Any phone calls or webcam sessions initiated by a parent to the children shall occur during reasonable times of the day. The children shall be entitled to initiate contact with each parent when they desire. Both parents shall provide the children with access to a telephone or electronic device to contact the other parent while in their care.
- l. Decision-Making Process. (Subparagraphs m and n, below).
- m. Each party is entitled to make day-to-day and/or emergency decisions affecting the

health or safety of a child on behalf of the minor child(ren) while in their respective care.

The party with the children in their care should use his or her best efforts to immediately inform the other party of the emergency. If possible, the parties should consult with the other party regarding emergency medical treatment of a child.

- n. Any major legal decisions (including education, medical or religious decisions) involving the minor children, other than day-to-day or emergency decisions, should be jointly agreed upon, when possible. The parties should cooperate with one another in a reasonable co-parenting fashion. The parties should advise and consult with one another in good faith regarding: (a) the children's health and non-emergency medical, dental, and psychological treatment for the children, including the selection of professionals and procedures; (b) the children's education and schooling, including where the children attend school; and (c) all other major parental decisions for the children. This process should include each party researching the pertinent issues and reasonably incorporating the advice of relevant professionals such as the children's physicians, teachers, and counselors.

- i. Regarding education and non-emergency medical decisions, the parents shall follow the written recommendations of independent, unrelated and established professionals, such as a child's teacher(s), medical provider(s), or other appropriate professional(s). (School enrollment shall be governed by the parties' agreement, as set forth herein, unless the parties agree otherwise in writing.) If a parent disagrees with the professional recommendation(s) and

obtains differing written recommendation(s) from an appropriate professional, then the parties shall meet and confer, as set forth herein regarding the differing professional recommendations to make a legal custody decision.

- ii. Except in emergencies, the parties should agree, in advance, upon medical providers and treatment plans, when possible and practicable. A parent who has not received a response to a written communication concerning a new provider may schedule an appointment with the new provider after 72 hours have elapsed.
- iii. With respect to legal custody decisions concerning religion, Respondent shall have final say.
- iv. If, after advising and consulting with each other and sharing written professional recommendations as provided above, the parties cannot agree on an important legal custody decision regarding the children, the parties should participate together in mediation as soon as possible to resolve the matter.
- v. If the matter cannot be resolved at mediation, then either party may submit the matter to a Special Master, if one is mutually agreed upon, or directly to the Court for a decision with the appropriate professional written recommendation(s), based upon the parties' filing(s) and upon a URCP 7 briefing schedule, with or without a court hearing requested. (In other words, no hearing shall be required, unless a party requests one and the Court schedules one.) Until the matter may be decided, Petitioner shall have a

provisional final say, which will subject to revision by a Special Master or the Court.

- o. Prior to or concurrent with the filing of any future dispute or disputes between the parties with the Court, including a motion to enforce any orders or a petition to modify custody or parent-time, the parties should be obligated to mediate in good faith with a mutually agreed upon neutral mediator, or attempt to mediate.
- p. School Enrollment. The children shall remain in their current schools and feeder schools for the duration of their minority. Neither parent will unilaterally remove the Minor Children out of their current schools and subsequent feeder schools or School District, without a written agreement by both parents or further Order of the Court.
- q. Relocation. The Parties shall be bound by the notice provisions of Utah Code Ann. § 81-9-209 in the event that either Party intends to relocate more than 15 miles from the children's schools, except that notice shall be provided not less than 120 days before the intended relocation.
- r. Travel. Both parties shall be entitled to travel with the minor children during their parent-time.
- s. If a parent intends to travel with the children on non-routine travel during their parent-time within the United States, each parent shall provide the following information prior to their travel, to the other parent if they will be:
 - i. an itinerary of travel dates;
 - ii. all travel destinations;

- iii. places or locations of lodging where the child or traveling parent can be reached; AND
 - iv. the name and telephone number of an available third person who would be knowledgeable of the child's location.
- t. Neither parent shall interfere or create conflicts which would interfere with the intended travel during the other parent's parent-time.
- u. Both parties shall be entitled to travel outside of the United States with the minor children during their parent-time.
- v. The parties shall cooperate to obtain passports for the minor children and share equally in the costs thereof. The traveling parent shall keep the children's passports in their possession until the other parent travels with the children internationally. Neither party shall withhold the child(ren)'s passports nor interfere or deny permission for the other party to travel internationally with the children. The non-traveling parent shall sign any necessary documentation needed for the child(ren) to travel both domestically and internationally in a timely manner.
- w. The parent intending to travel internationally with the child(ren), shall provide the following to the other parent with advance notice and information of their intended travel at least one (1) week prior to the travel dates):
 - i. an itinerary of travel dates and methods of travel, to include proof of the child's return ticket back to the USA if traveling by Air or Water;
 - ii. all travel destinations;

- iii. places or locations of lodging where the child or traveling parent can be reached;
- iv. the name and telephone number of an available third person who would be knowledgeable of the child's location: and
- v. confirmation that the travel destinations are not a Level 3 or 4 on the USA State Department's travel advisory locations. See the link below:
<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>

THIS IS THE END OF THE PARENTING PLAN

Provisions Relating to Financial Issues

16. Child Support. The parties are both employed and capable of being employed full-time. The Petitioner is capable of earning and imputed a gross monthly income of at least \$2,500 or, if greater, her actual verifiable income. The Respondent's current gross monthly income is currently \$8,667, subject to disclosure and verification of his final pay statement and W-2s for 2025. Commencing the month after the Decree is entered, the Petitioner shall be awarded child support in the amount of \$654 per month, based on a joint custody worksheet (Audrey 183 overnights and Daniel 182 overnights) pursuant to Utah Code §81-6-206, et. seq.

- a. Child support shall be paid one-half (1/2) no later than the fifth (5th) day of each month and one-half (1/2) on the 20th day of each month.
- b. Child support shall continue until each 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) a child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated.

c. At the time a child is no longer eligible to receive child support, the child support for the remaining children shall be automatically adjusted to reflect the base child support obligation for that number of children. Absent a material and substantial change in circumstances, child support shall be recalculated pursuant to the appropriate Child Support Worksheet.

d. The parties agree to attempt to avoid any administrative or other unnecessary fees for collecting and disbursing these child support payments by making timely direct electronic fund transfers. If the payor is over 30 days delinquent, he shall be responsible for fees to costs to collect through the Office of Recovery Services.

e. The parties shall be entitled to mandatory income withholding relief, pursuant to Utah Code Ann. §26B-9-303 et seq. Any Federal and/or State tax refunds or rebates due to Respondent may be intercepted and applied for arrearages. Any administrative fees and costs of income withholding assessed by the Office of Recovery Services, if necessary (see preceding paragraph), shall be paid by obligor.

17. Both parties allege that they have claims for child support arrearages and overpayments, insurance premium arrearages, child related reimbursements, and over/under payment of alimony. Both parties waive any claim they would have to these claims and consider each parent current to the other for all alimony or support or related claims current through the signing of the Stipulation.

18. Medical/Dental Expenses. In accordance with Utah Code § 81-6-208, insurance for the medical, vision and dental coverage of the minor children shall be provided by the party who can obtain the best coverage at the most reasonable cost. The parties shall meet and confer each year during the open enrollment period (typically in the fall) to review insurance policy options and costs. The parties may elect to provide double coverage for the children, and should they elect to do so, each parent will solely be liable to pay for his or her own premium without reimbursement by the other. Otherwise, the parties shall equally share one-half share of the cost of the children's insurance premiums and other necessary medical costs pursuant to Utah Code.

- a. Upon verification of the premium actually paid by the party providing the insurance, the pro-rata amount of premiums paid for the children may be added to or subtracted from the support obligation.
- b. The parties shall share all reasonable and necessary uninsured and out-of-pocket medical, dental, orthodontia, therapy, prescriptions, deductibles, and/or copayments incurred for the minor children. The party who incurs an expense shall pay for it upfront and provide verification of the expense and its payment to the other parent within thirty days of incurring the expense. All requests, verification and payment of any child-related or out-of-pocket medical expense shall be sent through the coparenting application selected by the parties. The parent receiving verification shall then have thirty days to reimburse the other parent for the one-half share of the out-of-pocket or uninsured cost.
- c. If, at any point in time, the minor children are covered by the health, hospital, or

dental insurance plans of both parents, the health, hospital, or dental insurance plan of the party with the best insurance shall be primary coverage for the minor children and the health, hospital, or dental insurance plan of the other parent shall be secondary coverage for the minor children.

- d. If a parent remarries and the minor children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent should 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 minor children. The parties may change the primary/secondary designation if the other parent obtains health insurance that is superior and less expensive than the original primary designee's insurance.
- e. In addition to any other sanctions provided by the court, a parent incurring medical expenses should 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 a timely exchange of receipts/verification of the expenses for reimbursement. A parent who incurs and verifies expenses as set forth herein, but which expenses remain unreimbursed, shall be entitled to entry of a judgment for a sum certain by the Court, including costs incurred in obtaining the judgment.

19. Out-of-Network or Elective Expenses: The parties must agree in writing if the children will receive any elective or out-of-network medical, dental, orthodontia, vision, therapeutic services not covered by in-network providers. Consent may not be unreasonably

withheld, including where the service is not available as an in-network service. If there is no written agreement between the parties, the party making the unilateral decision to go with out-of-network care, instead of in-network care, will be solely responsible for said out-of-network costs without reimbursement by the other parent.

20. Childcare & Right of First Refusal. Before incurring any work-related childcare expense, the parents shall each have an affirmative duty to seek non-paid surrogate care (stepparents, grandparents or immediate family members, etc.) or ask the other parent if he/she is available and willing to provide work-related childcare. Due to the disparity in the parties' incomes, Petitioner shall not be responsible to equally share work-related childcare expenses actually incurred by Respondent, pursuant to Utah Code § 81-6-209. Childcare for the child(ren) provided by family members will not be reimbursed, unless agreed in writing by the parties.

21. Each parent is entitled to the Right of First Refusal ("ROFR") if the child(ren) will be left overnight, in the care of a third party or surrogate care provider, during a parent's parent-time, if the parent with the child(ren) is unavailable to personally provide parental care.

22. If a parent elects to exercise the ROFR, that parent should be obligated to provide all transportation for the child(ren) during the ROFR (pick up from and drop-off back to the non-ROFR parent as well as any child related activities).

23. The overnight ROFR should not apply if the child(ren) are participating in an occasional sleepover with friends or close family members such as grandparents or cousins and the parent with the parent-time is home and available to provide primary care for the children.

24. Extracurricular Expenses/School Expenses. The parties shall share equally in all

and mandatory school expenses. The parties shall share equally in the expenses for the minor children's extracurricular activity mutually agreed upon in writing. The parties will first advise each other in advance of the activity, its expected schedule and anticipated costs, so a parent is not obligated for an excessive or unreasonable expense; consent shall not be unreasonably withheld. The parties agree that each shall support the minor children in extracurricular and school and sports opportunities equally, including by encouraging and supporting the child's activity and by providing transportation to and from activities during each parent's parent-time. Verification of any extracurricular and/or school expense may be sent via a photo through text message or email or the co-parenting application. The parent receiving verification shall then have thirty days to reimburse the other parent for one-half share of the cost. In addition to any other court sanctions, a parent incurring extracurricular expenses should 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 a timely exchange of receipts/verification of the expenses for reimbursement or disregards the wishes of the other parent when incurring an expense, or who fails to obtain reasonable consent prior to incurring the expense. Conversely, a parent who incurs and verifies expenses for activities as set forth herein, but which expenses remain unreimbursed, shall be entitled to entry of a judgment for a sum certain by the Court, including costs incurred in obtaining the judgment.

25. Alimony. Each party is able and capable of earning income sufficient to meet their needs and therefore no alimony shall be awarded. As stated previously, any residual claims regarding temporary alimony or support from prior court orders are hereby resolved. Each party

waives any claim to alimony (past, present or future).

26. Debts. Each party shall be solely responsible for debt incurred in his or her name, including credit card debts, vehicle loans, and loans from family members and/or from friends. If either party has incurred debts in the other party's name without that other party's knowledge, the person creating the debt shall be solely responsible for that debt.

- a. The Petitioner shall pay the following debts: her student loan, any other debts solely in her name. The Petitioner shall hold the Respondent harmless from any of these debts.
 - b. Respondent shall pay the following debts: any debts solely in his name. Respondent shall hold the Petitioner harmless from any of these debts.
 - c. Each party will hold the other harmless from any credit cards or debts in his or her name.
 - d. Each party will be responsible for any debts that they incurred after the date of separation of July 1, 2023.
27. Pursuant to Utah Code §15-4-6.5 the parties are advised:
- a. On the entering of an amended decree of divorce of the joint debtors in contract, the claim of a creditor remains unchanged unless otherwise provided by the contract or until a new contract is entered into between the creditor and the debtors individually.
 - b. In addition to the creditor's duties as a secured party under Title 70A, Chapter 9a, Uniform Commercial Code – Secured Transactions, and the creditor's duties as a

trustee or beneficiary of a trust deed under Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under Utah Code §81-3-105 and/or §81-4-406 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by the court order or by other written notice, shall provide to the debtors individually all statements, notices, and other similar correspondence required by law or by the contract.

- c. Except as provided in Subsection (3)(b), a creditor may continue to make negative credit reports of joint debtors under Section 70C-7-107 and may report the repayment practices or credit history of joint debtors under Title 7, Chapter 14, Credit Information Exchange.
- d. With respect to a debtor who is not ordered by the court under Utah Code §81-3-105 and/or §81-4-406 to make payments on a joint obligation, no negative report under Section 70C-7-107, and no report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of the court's order as required under Subsection (2), unless the creditor has made a demand to the debtor for payment because of the failure to make payments by the other debtor, who is ordered by the court to make the payments.
- e. A party assigned to assume a debt shall fully indemnify and hold the other party completely harmless as to the assigned debt(s). Any demand by a creditor for a

debt owed by the other party (the party who did not incur the debt) shall be subject to complete and full indemnification by the party who actually incurred the debt.

- f. Each Party shall provide a copy of the signed Amended Decree of Divorce, and any modifications thereto, to all creditors as set forth in Utah Code § 15-4-6.5 and to effectuate compliance with the decree and the statute, including obtaining a certified copy, if the creditor so requires.

28. Real Property, Escrow and Real Property Debt. The parties acquired real property located at 5883 West 13000 South, Herriman, Utah 84096 (the marital residence). This property has been sold, and the parties have already equitably divided the sale proceeds, except for \$10,000, which remains in Escrow with the title company.

- a. The parties have \$10,000 from the sale of their marital home, currently held in escrow with Fidelity National Title Agency of Utah. After satisfaction of debts set forth herein and after the entry of the Amended Decree of Divorce, the Title Company shall equally divide the balance, after payment set forth below, with one-half of these fund to each party. If additional funds remain beyond these amounts, these shall be divided equally.
- b. Apart from any specific claims included herein, both parties waive any claims they would have for the other party to reimburse them for any real property-related expenses including but not limited to: repairs, improvements, taxes, utilities or payments toward the mortgage or the HELOC.

- c. Apart from any specific claims included herein, both parties waive any claims they would have for the other party to reimburse them for any real property-related expenses included but not limited to: repairs, improvements, taxes, utilities or payments toward the mortgage or HELOC.

29. Vehicles. Each party is awarded his or her own vehicle currently in their name and possession and shall be solely responsible for vehicle loans and/or loans from family members and/or from friends and they shall indemnify and hold harmless the other on any obligations, repairs, and/or upkeep and maintenance of the same. If any vehicle is jointly titled or under joint obligation, the parties shall cooperate to re-title the vehicle or refinance the obligation to remove the party that was not awarded the vehicle from the title or obligation immediately after appropriate offsets have been accounted for in the final division of marital debts and assets. The parties shall arrange to obtain their own vehicle insurance as well if they have not already done so.

30. Personal Property. The parties have divided all their personal property and shall be awarded as presently held by the parties. If any personal property is encumbered by debt, including car loans, then that debt will be assigned to the Party awarded the personal property, and that party will indemnify and hold the other Party completely harmless therefrom.

31. Bank Accounts. During the marriage, the parties acquired certain joint bank accounts. Within 14 days of executing the Stipulation, the parties shall cooperate fully to remove the other's names from the joint account. Each party shall keep his or her own separate savings or checking accounts for which they are named as the account owner.

32. Retirement, Investment Accounts. During the course of the marriage, the parties acquired certain interests in retirement and investment plans. It is reasonable and proper that each party keeps and be awarded these accounts as follows:

Entity	Total Amount	To Audrey	To Daniel	How Divided
Beyond 401(k)	\$119,404.68 approx.	½	½	QDRO or rollover to Petitioner date of Amended Decree of Divorce
Extra Space 401(k)	\$43,919.75 approx.	½	½	QDRO or rollover to Petitioner date of Amended Decree of Divorce
E*trade (Stock)	\$9,562.29 approx.	½	½	Divide and rollover to Petitioner as of date of Amended Decree of Divorce
Raymond James Investment (Stocks)	\$3,093.71 approx.	½	½	Divide and rollover to Petitioner as of date of Amended Decree of Divorce

33. The above accounts and all others identified on the parties Financial Declarations shall be divided as of the date of the entry of the Amended Decree of Divorce. Respondent shall file the most recent or currents statement for the accounts set forth in the prior paragraph and in his Financial Declaration with the Court within 14 days of executing the parties' Stipulation.

Each party shall cooperate to provide any other documents or information necessary to facilitate the division of these accounts. The parties shall share in any gains or losses to these accounts during the relevant time periods.

34. Each party shall be solely responsible for paying any fees, taxes or penalties associated with their respective portions of these accounts.

35. The Petitioner shall be responsible to prepare any QDRO's necessary for the division of these accounts.

36. Business Interests. The parties acquired a Schedule C business in Massage Therapy. The Petitioner shall be awarded this business as her sole and separate asset.

37. Maiden Name. Ms. Audrey Nicole Jones should be restored her maiden name of Audrey Nicole Fairbanks, if she so chooses.

38. Taxes and Dependency Exemption. The parties shall share claiming the minor children as dependent exemptions on their respective Federal and State Tax filings, including their respective 2025 tax filings. The parties shall divide equally the child-related exemptions and deductions. When there are four (4) children, Audrey shall claim the oldest and youngest children (P.W.J. and A.D.J.) and Daniel shall claim the two middle children (K.W.J. and C.M.J.). When there are three (3) children, in odd-numbered years, Audrey shall claim A.D.J. and C.M.J. and in even-numbered years, Daniel shall claim K.W.J. and C.M.J. When there are two (2) children, Audrey shall claim A.D.J. in all years and Daniel shall claim C.M.J. in all years. When there is one (1) child, the parties shall alternate claiming A.D.J., with Audrey claiming him in odd-numbered years and Daniel claiming him in even-numbered years.

Provisions Relating to Miscellaneous Issues

39. Mutual Restraining Order. Both parties shall be mutually restrained from harassing, threatening or stalking the other party, in person or electronically, both directly and indirectly through a third party. The parties shall not enter or go to the residence of the other party without permission from that party. Both parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

40. Neither party shall (nor allow third parties to do so) make negative or derogatory comments or remarks about the other party in the presence of the children or where the children would have access, including but not limited to online and/or social media platforms.

41. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

42. Divorce Education and Orientation Requirement. The parties have completed and filed with the Court the required certificates for the Divorce Education and Orientation Classes.

43. Documents. It is reasonable each party executes and delivers to the other such documents as are required to implement the provisions of the Amended Decree of Divorce entered by the Court. Both parties shall sign whatever documents are necessary, and pursuant to Rule 70 of the Utah Rules of Civil Procedure, a complying Party may ask the Court to enter an order signing a document on behalf of a non-complying Party or appointing a person to sign in

lieu of the non-complying Party, if a document has not been signed within 60 days of a request.

44. Each party shall pay their own respective attorney fees and costs associated with this action.

45. Other Equitable Relief. The Court may grant such other and further relief in accordance with the Parties' Stipulation and as it may deem equitable and just.

IT IS SO ORDERED. (This is the end of the order. Per URCP Rule 10(e), this is a valid court order when the Court's electronic signature, seal and date appear in top right-hand corner on the first page.)

APPROVED AS TO FORM:

RULE 7(j) NOTICE

To Counsel for Respondent:

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing to the District Court for signature upon the expiration of seven (7) days from the date this notice is served via email or mail, unless written objection is filed prior to that time, or within seven (7) days after an objection as to the form of the order has been filed.

DATED this April 13, 2026.

/s/ Martin Stolz, counsel for Petitioner

CERTIFICATE OF SERVICE

On this April 13, 2026, the undersigned hereby certifies that he caused a true and correct copy of the foregoing to be served upon the following party or parties via the email addresses listed below:

Stacey Schmidt (06647), e-filer
Email: sschmidt@staceyschmidtllawfirm.com
Velvet Rodriguez (09188), e-filer
Email: assistantvrp@gmail.com

VIA EMAIL

VIA EMAIL

/s/ Martin Stolz