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

IN THE MATTER OF THE MARRIAGE OF:

MICKAEL GAIL SORENSEN,

Petitioner,

ALLISON RODGERS SORENSEN,

Respondent.

DECREE OF DIVORCE

Case No. 264400341

Judge: Shawn R. Howell

Commissioner: Marian Ito

BASED UPON the Verified Petition for Decree of Divorce, the Stipulation and Property Settlement Agreement (the "Agreement") entered into by the parties and on file with the Court, the Affidavit of Jurisdiction and Grounds, and the Court, having previously entered Findings of Fact and Conclusions of Law;

1. The parties are awarded a Decree of Divorce, based upon the grounds of irreconcilable differences, the same to be final upon entry.

CUSTODY/CHILDREN

2. **Legal Custody/Parenting Plan.** The parties are awarded joint legal custody of the minor child subject to the following Parenting Plan:

- a.** The parties shall exchange information concerning the health, education, religious upbringing and welfare of the minor child and confer before making any decisions concerning this area.
- b.** Each party shall have the right to make day to day and emergency decisions when the child is with that parent. If there is an emergency involving the child, the party having to make the emergency decision shall let the other parent know of the decision as soon as reasonably possible.
- c.** Each party shall have access to the child's education and medical records and shall be listed as emergency contacts.
- d.** The parties shall not use the child as a means of communicating with one another and shall communicate with one another in a courteous and professional manner.
- e.** The parties shall be mutually restrained from speaking negatively about the other parent to or in the presence of the minor child. If the parties are aware that any third party is speaking negatively about the other parent to or in front of a minor child, they shall have an affirmative duty to remove the minor child from that situation. The parties shall be mutually restrained from threatening, name calling, or otherwise degrading the other party and from enmeshing the minor child in any conflict between the parties.
- f.** If, after meaningful discussion, the parties cannot come to a mutual decision regarding any major decision involving the child (e.g. medical care, education, and religious upbringing), the parties shall consult with experts in the

field and if they still cannot agree, they shall attend mediation prior to litigating the issue with each party paying one-half of the cost of mediation.

g. The party beginning his or her parent-time shall be responsible for picking up the minor child until such time as the minor child is able to transport himself safely between the parties' homes for parent-time.

h. Each party shall have the right to provide care for the minor child if the other party is not personally available for a period of overnight or longer.

i. If either party intends to relocate as defined in Utah Code § 81-9-209, the relocating party shall provide notice pursuant to section 81-9-209.

j. For emergency purposes, whenever the child travels with either parent, all of the following shall be provided to the other parent:

i. An itinerary of travel dates;

ii. Destinations; and

iii. Places where the child or traveling parent can be reached.

k. The parties shall support the minor child's opportunities to travel and will share the child's passport and cooperate in obtaining and/or renewing passports for the minor child as needed.

l. Educational Plan.

i. Unless otherwise agreed, the minor child will continue to attend his current school and any feeder school.

ii. If the parties cannot come to an agreement on educational decisions for the minor child, they will consult with the minor child's

educators, and if they still cannot agree then they shall attend mediation prior to litigating the issue.

iii. Each parent shall have access to the child at school during his or her parent-time, and each shall have the right to attend any school events for the child regardless of parent-time

3. **Physical Custody.** The parties are awarded joint physical custody of the minor child consistent with Utah Code § 81-9-305 with Petitioner having the minor child overnight on Mondays and Tuesdays, Respondent having the minor child overnight on Wednesdays and Thursdays, and alternating weekends. Exchanges will take place at school when school is in session. When school is not in session, exchanges shall take place at 8:00 a.m. with the parent beginning his or her parent-time responsible for picking up the minor child until he can drive. Extended parent-time including any designations will be pursuant to Utah Code § 81-9-305. Petitioner will be the first to designate in even numbered years and Respondent the first to designate in odd numbered years.

4. The parties will share holidays as agreed, otherwise holidays will be shared as follows:

Odd Years	Even Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	President's Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Mother	Father	Spring Break 6:00 p.m. on the day that school dismisses for spring break to the day following the end of spring break with drop off at school, or 8:00 a.m. if school is not in session.
Mother	Father	Memorial Day after school on the Friday before holiday, or 9:00

		a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to 7:00 p.m. on the holiday
Father	Father	Father's Day 9:00 a.m. on the holiday to 7:00 p.m. on the holiday
Father	Mother	Juneteenth 6:00 p.m. on the day before Juneteenth National Freedom Day if the day before is not Father's Day; or, 9:00 a.m. on Juneteenth if the day before is Father's Day. The holiday period ends at 6:00 p.m. on the day following Juneteenth.
Mother	Father	July 4th 6:00 p.m. on July 3 rd until 6:00 p.m. on July 5 th
Father	Mother	July 24th 6:00 p.m. on July 23 rd until 6:00 p.m. on July 25 th
Father	Mother	Labor Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	Columbus Day 6:00 p.m. the day before Columbus Day until 7:00 p.m. on Columbus Day
Mother	Father	Fall Break Weekend 6:00 p.m. on the day that school dismisses for fall break to the day following the end of fall break with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	Halloween October 31 st or the day that Halloween is traditionally celebrated in the local community, from the time school is dismissed or 4:00 p.m. if there is no school, until 9:00 p.m. on the same day the holiday begins.
Mother	Father	Veteran's Day 6:00 p.m. the day before Veteran's Day until 7:00 p.m. on Veteran's Day.
Father	Mother	Thanksgiving begins when school is dismissed for Thanksgiving until the Monday following Thanksgiving with drop off to school, or 8:00 a.m. if there is no school.
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day begins when school is dismissed for winter break until December 27 th at 7:00 p.m.
Father	Mother	Second Half of Christmas Vacation , begins on December 27 th at 7:00 p.m. until drop off at school on the day that school resumes after the winter break.
Mother	Father	The day before or after child's birthday from 3:00 p.m. until 9:00 p.m.
Father	Mother	Child's actual birthday from 3:00 p.m. until 9:00 p.m.

5. If the parties are both in town for Christmas/Christmas Eve, Petitioner will be entitled to celebrate Christmas Eve with the minor child from 3:00 – 10:00 p.m. and Respondent will have Christmas morning from 8:00 – 3:00 p.m.

6. Child Support. For purposes of calculating child support, Petitioner's gross monthly income is \$19,703.51. Respondent agrees to be imputed gross monthly income of \$6,240. Based upon the Utah Child Support Act and using the joint physical custody worksheet with 182 days for Petitioner and 183 days for Respondent, Petitioner's monthly child support obligation is \$560.00.

7. Child support payments, including the payment of the minor child's health insurance premiums, will begin as soon as Petitioner moves out of the marital home (he will move out no later than July 30, 2026 or sooner if he finds a place to move). The parties will maintain the status quo with regard to expenses (Petitioner shall pay the mortgages and utilities on the real properties) until Petitioner moves out of the marital home. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

a. Income Withholding. The party receiving child support is entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to Utah Code §26B-9-303.

b. Adjustment of Child Support. A child support order may be adjusted pursuant to Utah Code §26B-9-221.

8. Child Care Expenses. If child care expenses are incurred, the party incurring the expense will be responsible for payment.

9. Medical Expenses. In accordance with Utah Code §81-6-208, the parties shall provide and maintain medical insurance for the minor children if it is available to them at reasonable cost and is accessible to the child. Currently, Petitioner shall continue to maintain the child's medical insurance so long as it is available at a reasonable cost and accessible to the child through his employer.

a. The parties shall equally share in the cost of the minor child's medical insurance and out-of-pocket medical, dental, orthodontia, and therapeutic expenses pursuant to Utah Code § 81-6-208. If at any point in time the child is on health insurance plans of both parties, Petitioner's health insurance plan will be primary and Respondent's health insurance plan will be secondary. The parties shall use in-network providers unless otherwise agreed in writing.

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

10. Extracurricular Activities. The parties shall share equally in the cost of any extracurricular activities for the minor child provided the activity has been previously agreed to in writing.

11. Educational Expenses. The parties shall share equally any required education expenses incurred for the minor child. This does not include expenses for private school unless otherwise agreed.

12. Dependency/Tax Exemption. The parties shall share the right to claim the minor child for tax purposes. In even numbered years, Respondent will claim the minor child and in odd numbered years Petitioner will have the right to claim the minor child for tax purposes. In order for Petitioner to claim the minor child, he must be current in his child support and alimony obligation.

13. 2025 Taxes. The parties shall file joint tax returns for 2025 and to share equally in the cost of preparation and any refund(s) or taxes owed. For 2026 and thereafter, Respondent will be entitled to any and all tax benefits on the South Jordan home and Petitioner will be entitled to any and all tax benefits on the other two properties.

PROPERTY

14. Real Property. The parties shall divide their real property, as follows:

a. South Jordan Home. Respondent shall be awarded the South Jordan home located at 9669 S. 1630 W., South Jordan, Utah free and clear of any claim by Petitioner and subject to any liabilities owing thereon and will hold Petitioner harmless therefrom. Except as otherwise stated herein, Respondent will be liable for payment of the mortgage, taxes, insurance and utilities on the South Jordan home. Respondent will refinance or obtain an assumption to remove Petitioner from the loan and deed on the South Jordan home within four (4) years of the entry of the Decree of Divorce. If Respondent fails to do so the, the South Jordan home must be immediately listed for sale and sold upon reasonable terms. Petitioner will move out of the South Jordan Home by August 1, 2026.

i. Right of First Refusal. Petitioner shall have a right of first refusal to purchase the South Jordan home at any time Respondent decides to sell the home or is forced to sell the home because she is unable to remove Petitioner's name from the mortgage/deed. The sale price on the home will be determined as follows: Respondent will provide Petitioner with the name of three appraisers and Petitioner will choose the appraise whose appraisal will be the binding sale price. Petitioner will pay for the appraisal.

b. Salt Lake City Home. Petitioner shall be awarded the Salt Lake City home located at 1963 S. 300 E., Salt Lake City, Utah free and clear of any claim by Respondent and subject to any liabilities owning thereon and will hold Respondent harmless therefrom. Petitioner will be liable for payment of the mortgage, taxes, insurance and utilities on the Salt Lake City home. Petitioner will refinance or obtain an assumption to remove Respondent from the loan and deed on the Salt Lake City home within four (4) years of the entry of the Decree of Divorce. If Petitioner fails to do so, the Salt Lake City home must be immediately listed for sale and sold upon reasonable terms.

c. Washington County Home. Petitioner shall be awarded the Washington County home located at 1928 E. Respite Lane, Washington, Utah free and clear of any claim by Petitioner and subject to any liabilities owing thereon and will hold Respondent harmless therefrom. Petitioner will be liable for payment of the mortgage, taxes, insurance and utilities on the Salt Lake City home. Petitioner

will refinance or obtain an assumption to remove Respondent from the loan and deed on the Salt Lake City home within four (4) years of the entry of the Decree of Divorce. If Petitioner fails to do so, the Salt Lake City home must be immediately listed for sale and sold upon reasonable terms.

15. Personal Property. The parties shall divide their personal property and furnishings, as follows:

a. Each party is awarded his/her premarital, inherited or gifted property and personal items (e.g. clothing, premarital memorabilia, etc.) free and clear of any claim by the other party.

b. Financial accounts and personal property items shall be divided pursuant to Exhibit A of the Stipulation and Property Settlement Agreement on file with the Court. All accounts will be divided within seven (7) days of execution of this Agreement except the retirement accounts which the parties will cooperate to divide using QDRO's. The division of the accounts is based upon the value(s)/balance(s) as of May 20, 2026. For any retirement/investment accounts, the parties will equally divide the marital portion of the accounts which is the portion accrued from the date of marriage through the date of divorce and to include any gains or losses on those amounts. Each party will be entitled to the premarital portion of any retirement/investment accounts including any gains/losses on those accounts. The parties will use Beau Olsen to prepare the QDRO's and equally share the cost of preparation.

i. The parties acknowledge that the balances in the accounts may vary somewhat by the time accounts are separated. Neither party will make any significant withdrawal from any fund except as is consistent with paying their expenses.

c. The parties shall work together to divide the remaining items of personal property/furnishings and will do so within 30 days of the execution of this Agreement. If the parties are unable to agree on how to divide those items, they will meet together with an agreed upon mediator to try to come to an agreement on dividing the items. If, after two hours, the parties are unable to come to an agreement, the mediator will take on the role of arbitrator and make a determination of how items are to be divided

16. Business. Petitioner is awarded Casas Grandes First, LLC including its assets and debts and will hold Respondent harmless therefrom.

17. Debts. The parties have no joint unsecured debts. Each party will be liable for any debt held solely in his/her name and hold the other party harmless therefrom. For any joint credit cards, the parties will pay off the balances from joint accounts prior to dividing the accounts and close the credit cards unless they agree that one party will continue to own that credit card.

18. Alimony. Until Petitioner moves out of the South Jordan home (by August 1, 2026), the parties will continue to maintain the status quo with regard to paying bills, with Petitioner paying the mortgages and utilities on the real properties. After Petitioner moves out of the South Jordan home, Petitioner will begin paying monthly alimony to Respondent, as follows: Beginning August 1, 2026 or the month following Petitioner moving out of the marital home, and

continuing for nine (9) years or until Respondent remarries, cohabitates or passes away, whichever first occurs, Petitioner will pay to Respondent monthly alimony of \$3,540.00 per month. Alimony will be payable one-half by the 5th and one-half by the 20th of each month. Once Petitioner's child support obligation ends, his alimony will increase to \$4,100.00 per month until the end of his alimony obligation pursuant to the terms herein.

- a. Income Withholding. The party receiving alimony is entitled to immediate and automatic withholding of income as a means of collecting alimony, pursuant to Utah Code §26B-9-303.

MISCELLANEOUS

19. **Name Change.** Respondent may be restored the use of her maiden name "Allison Rodgers" shall she so choose.
20. **Attorney Fees.** Each party will pay his/her own attorney fees and costs incurred herein.
21. **Mutual Restraining Order.** The parties shall be mutually restrained from bothering, harassing, or threatening one another. Neither party will enter the residence of the other without permission directly from the other party.
22. Each party shall cooperate with the other through counsel or otherwise to effect changes in title(s) within thirty (30) days of entry of the Decree of Divorce in this matter unless otherwise set forth above, to effect changes in property to be distributed, to change the names and responsibilities for payment on the charge accounts and other debts allocated between the parties, and to cooperate in each and every other way necessary and proper to ensure that the terms of the Decree of Divorce are carried out in every detail. Each party shall sign any and all documents necessary to implement all of the terms and conditions as set forth above.

*******END OF ORDER*******
*****EXECUTED AND ENTERED BY THE COURT AS INDICATED**
BY THE SIGNATURE, STAMP, DATE AND SEAL APPEARING AT THE TOP OF
THE FIRST PAGE OF THIS DOCUMENT ***

Daniel S. Drage
Attorney for Respondent

RULE 7 NOTICE

You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing DECREE OF DIVORCE is submitted for signature at the expiration of seven days unless written objection is filed within that time period.

Dated this 20th day of May, 2026.

/s/ Jared Hales
Jared Hales

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of May, 2026, I caused a true and correct copy of the foregoing to be served, pursuant to Utah Rule of Civil Procedure 5(b), on the following

person(s), by the means indicated herein.

Daniel S. Drage
Attorney for Respondent

_____ U.S. Regular Mail
_____ Hand Delivery
_____ Facsimile Transmission
_____ E-Mail
 x E-Filing

/s/ Sarah Wells
Sarah Wells_