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

In the matter of the marriage of: JOSEPH MINK, Petitioner, and SAMANTHA MINK, Respondent.	DECREE OF DIVORCE Case No. 264900694 Judge Linda Jones Commissioner Russel Minas
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The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the Court.

JURISDICTION

1. Parties are residents of Salt Lake County, state of Utah, and have been for at least 3 months

prior to the commencement of this action

2. The parties married on August 8, 2009, and have since remained husband and wife.
3. The parties separated on or about February 1, 2025.

GROUND FOR DIVORCE

4. During the course of the marriage, irreconcilable differences have arisen, making a continuance of the marriage impossible.

CHILD CUSTODY

5. The parties have one minor child together: MM (born July 14, 2012).
6. Pursuant to Utah Rule of Civil Procedure 100, parties are unaware of any pending proceedings related to the child support, parent time, or custody of the parties' minor children.
7. Utah is the "home state" for purposes of the Utah Uniform Child Custody Jurisdiction and Enforcement Act in that the child has resided in the State of Utah for at least six months prior to the commencement of this action.
8. The parties shall share joint legal custody of their minor child.

PARENTING PLAN

9. To the extent that they do not otherwise conflict with any of the provisions of this Stipulation, the parties shall abide by the advisory guidelines set forth at UCA Section 81-9-202. In the event of a conflict between the terms of this Stipulation and the guidelines, the terms of this Stipulation shall govern and take precedence.
10. Unless otherwise agreed upon by the parties in writing or ordered by the Court, the minor

child shall attend Jordan high school through graduation.

11. Other than the issue of school attendance, which is addressed at Paragraph 10 above, the parties shall handle decision making regarding the minor child as follows:

a. Day to day and emergency decisions shall be made by the parent who the child is with at the time. In the event of an emergency involving the child, the other parent shall be notified as soon as reasonably possible.

b. The parties shall attempt to reach shared decisions on behalf of the child in connection with all major decisions according to the following procedure:

i. The parent who becomes aware of a decision concerning the child shall notify the other parent upon becoming aware of the issue.

ii. The parties shall then discuss the issue in an attempt to reach an agreement regarding the decision and in conjunction with this, consult with a professional or professionals (if applicable) qualified in the area of the decision.

iii. In the event the parties are unable to reach an agreement regarding the decision after discussion, they will participate in mediation to address the decision. The mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediator.

iv. If the parties are unable to reach an agreement regarding the decision in mediation, then either party may submit the issue to the District Court for resolution.

12. The child shall continue to be seen and treated by his current medical and dental providers, with the parties to follow the reasonable recommendations of these providers.

13. The minor child shall engage in therapy. In connection with the therapy, the following shall apply:

- a. The therapy shall be provided by Ryan Jensen.
- b. The frequency and duration of the therapy shall be per the recommendations of the therapist.
- c. Both parties shall support the therapy, including allowing the child to attend, accommodating appointments, and being involved/participating in the therapy per the recommendations of the therapist.
- d. The parties shall share equally the cost of the therapy not covered by insurance.
- e. The therapy shall be under a “safe harbor.”

14. Extracurricular Activities shall be handled as follows:

- a. The following activity is deemed agreed-upon by the parties, therefore the provisions set forth at Paragraph 13(c) below apply: orchestra.
- b. For all other activities, the parties shall discuss the child’s involvement in the extracurricular activity prior to enrolling the child in the activity. If the parties mutually agree upon an activity in writing, including the costs associated with the activity, then the provisions set forth at Paragraph 13(c) below apply. If a parent does not agree to an activity, the other parent may still enroll the child in the activity, however the parent who does not agree with the activity is not responsible to share any expenses related to the activity, is not required to transport the child to the activity and may decline to allow the child to attend the activity during their parent

time.

c. In relation to all activities that are mutually agreed upon by the parties in writing, the parties share equally the expenses associated with the activity, transport the child to the activity during their parent time, and allow the child to attend the activity during their parent time.

15. Communication shall be as follows:

a. All communication between the parties shall be limited to issues pertaining to the minor child, and conducted through an App as set forth below.

b. The parties may communicate via text message or telephone only in the event of an emergency involving the child or an urgent parent time exchange issue.

c. All communication between the parties regarding the minor child shall be conducted via the “Our Family Wizard” App (hereinafter referred to as ‘The App’). In connection with this, the following shall apply:

i. Each party is solely responsible to obtain, pay for (if there is a fee) and set up their own subscription.

ii. All events and activities concerning the minor child; including health-care (medical/dental/mental health), school/education and extracurricular activities shall be posted on the shared calendar in connection with The App. In connection with this, the party who becomes aware of or schedules the appointment, activity or event shall post it to the shared calendar within 48 hours of becoming aware of or scheduling the matter.

PHYSICAL CUSTODY AND SUPPORT OBLIGATIONS

16. The parties are awarded joint physical custody of their minor child.

17. In connection with all parent time, given the age of the child and acknowledging that the child's needs will change as he gets older, the parties will take into consideration his school, sports, extracurricular, social, work/employment (if he gets a job) events, obligations, activities; together with his desires and preferences regarding parent time; including which parent's residence he stays overnight at and spends his time at on a day-to-day basis. Accordingly, it is anticipated that the child may spend more or less time with either parent, and that this may fluctuate between the parents. Based upon this, there is not a set parent time schedule, and the parties will be flexible regarding parent time.

18. Based upon the flexible time sharing arrangement, and in consideration of the anticipated fluctuations in parent time, together with the sharing of expenses of the child by the parties, the fairly comparable incomes of the parties, and the ability of the parties to each support the child in their own respective households without the need for support from the other party; neither party shall owe a child support obligation to the other party.

19. Joseph will continue to provide the health insurance coverage on behalf of the minor child provided it is available to him through employment at a reasonable cost. In accordance with UCA Section 81-6-208, the parties shall share equally the actual out of pocket costs for the child's portion of insurance premiums. Any party who carries insurance on behalf of the child shall provide verification of coverage upon enrolling the child and thereafter provide this verification to the other party on an annual basis including coverage, providers, deductibles,

copies of insurance cards and claim forms. In addition, they shall also provide the other party with written notice of any change in the insurance carrier, premium or benefits within thirty (30) days of the date they first knew of or should have known of that change.

20. Pursuant to UCA Section 81-6-208, the parties shall share equally all reasonable and necessary out of pocket and non-covered medical, dental, optical, orthodontic, therapy and prescription expenses incurred on behalf of the minor child; including deductibles and co-payments. In connection with this, the time frames within which to submit expenses shall be in accordance with UCA Section 81-6-208; together with the additional provision that the parent obligated to reimburse an expense shall do so within 30 days of receipt of verification of the expense.

21. Due to the age of the child, there is no need for daycare, therefore no daycare expenses.

22. The parties shall share equally all mandatory public school fees and the cost of school lunch for the minor child.

23. Commencing the 2025 calendar tax year and each calendar tax year thereafter until the child turns 18, Joseph is awarded the state and federal tax deductions for the minor child.

PERSONAL AND REAL PROPERTY

24. There is no real property subject to division.

25. The parties have heretofore divided the personal property among themselves by agreement and each party shall keep the personal property in his or her possession as of the date of stipulation as a full and complete division of personal property, with the exception of the

following items which are presently in Samantha's possession but are awarded to Joseph:

a. Joseph's items: Couch from the man cave, Blackstone, BBQ grill, one propane tank, autographed Pete Rose baseball, any documents from the file holder that contain Joseph's name and or personal information, and the freezer.

b. Minor child's items: piggy bank, air hockey table, foosball table, yearbooks, books, and scooter.

26. Samantha is awarded the 2021 Tesla as her sole and separate property free and clear of any claim or interest of Joseph; subject to all debt, liability and encumbrance thereon. Within 30 days of the date of the Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

27. Joseph is awarded the 2013 Nissan Titan as his sole and separate property free and clear of any claim or interest of Samantha; subject to all debt, liability and encumbrance thereon. Within 30 days of the date of the Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

MARITAL DEBTS

28. The following debts shall be assigned to Samantha:

a. AFCU vehicle loan on Tesla

b. AFCU Visa (#8237)

c. Chase Visa (#8573)

d. Any other credit cards solely in Samantha's name, any debt incurred solely by her and

or in her name, and any debts incurred solely by her since the date of separation on February 1, 2025.

e. Samantha's own medical and dental expenses

29. The following debts shall be assigned to Joseph:

a. Case Visa (#5709)

b. AFCU personal loan

c. 401(k) loan

d. Any other credit cards solely in Joseph's name, any debt incurred solely by him and or in his name, and any debts incurred solely by him since the date of separation on February 1, 2025.

e. Joseph's own medical and dental expenses

30. Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.

FINANCIAL ACCOUNTS

31. The retirement and investment accounts will be handled as follows:

a. Samantha does not have any retirement or investment accounts in her name.

b. The Vanguard 401(k) account in Joseph's name shall be handled as follows:

ii. The sum of \$45,381.00 shall be transferred to Samantha via QDRO.

iii. The QDRO shall be prepared by Rori Hendrix, with the parties to share equally the preparation costs. The parties shall cooperate in order to provide to Rori any requested

documents and information (including but not limited to statements) needed in conjunction with preparation and shall also complete and sign any form(s) and/or other document(s) required in order to complete division of the account. The QDRO shall be subject to both party's review and approval prior to being filed with the Court. The parties shall share equally any fees charged by the plan in connection with implementation of the QDRO.

iv. No transfers, withdrawals or loans shall be made or taken from the account until the QDRO is implemented.

v. After implementation of the QDRO, the remaining balance of the account is awarded to Joseph as his sole and separate property free and clear of any claim or interest of Samantha.

TAXES

32. All state and federal tax returns for 2024 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.

33. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.

34. Commencing with the 2025 calendar tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds

issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

MUTUAL RESTRAINING ORDER

35. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party). All communication between the parties shall be civil, at reasonable times, and of reasonable frequency and duration.

36. The parties are mutually restrained from disparaging one another to the minor child, alienating, or otherwise interfering with the other's relationship with the minor child; or allowing any third party to do so.

37. The parties shall not involve the minor child in the legal disputes of the parties, financial matters, parent time and/or custody. The parties shall not attempt to influence the minor child or the minor child's preferences with respect to issues of custody and/or parent time either by reward, punishment or guilt.

38. Neither party will allow the child to be in the presence of any third party engaged in any activity prohibited by this restraining order, and the parties are under an affirmative duty to remove the child from any such setting.

39. 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.

MISCELLANEOUS PROVISIONS

40. Samantha shall continue to be covered under Joseph's health insurance policy until entry of the decree of divorce. Once the decree is entered, Samantha shall be removed from the policy and is responsible for her own health insurance coverage at her sole cost.

41. Each party is solely responsible for their own automobile/insurance coverage and associated premiums on the vehicles awarded to them at their own cost. The existing joint auto insurance policy shall be segregated as necessary and transferred to the appropriate party. The parties shall cooperate in order to complete and sign any forms necessary to effectuate this provision, which shall be completed within 30 days of the date of this Stipulation.

37. There are no whole life insurance or annuity policies with any cash value. Each party is awarded all term life insurance policies owned by them, in their names, and/or issued/provided through their own employer and/or employment; with each party under an affirmative duty to change their beneficiary designations accordingly.

38. Each party is solely responsible for their own internet services at their respective residences. The internet service in connection with Samantha's residence is currently in Joseph's name and being paid by him. Joseph will be canceling the services and cease paying for the services, which shall be completed within 30 days of the date of Stipulation.

39. Neither party is awarded any alimony from the other now and forever in the future.

40. At her sole option and election, Samantha may be restored to her maiden surname of

“Jones.”

41. Each party will make copies of all school pictures of Dayleigh and Madden which they have in their possession, and will provide the other party with the copies within 30 days of the date of Stipulation.

42. Samantha shall take the necessary steps to ensure that Joseph has access to the family photos/videos from Amazon, which shall be completed within seven days of Stipulation, with her to provide to Joseph any information required in order to access the photos, including username and/or password.

43. Both parties are current in marital financial obligations and all financial obligations relating to the minor child.

44. The parties shall each pay their own attorney fees and costs incurred in this matter.

45. The parties shall be duly ordered to execute and deliver all documents necessary to effectuate the Decree of Divorce.

Approved as to form:

/s/ Kyle E. Witherspoon

Kyle E. Witherspoon
Attorney for Respondent

Signed with permission via July 10, 2026, email

THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S

SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner's attorney, Orion T. Foxx, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on July 1, 2026, I transmitted a true and correct copy of the foregoing document via email to the following:

Kyle E. Witherspoon
Attorney for Respondent

/s/ Orion T. Foxx
Orion T. Foxx
Attorney for Petitioner