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

In the matter of the marriage of Jennifer Lynn Foth, Petitioner And Donald Erich Foth, Respondent	DECREE OF DIVORCE Case Number 264900461 Judge Todd M. Olsen Commissioner Michelle Blomquist
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Petitioner Jennifer Lynn Foth having filed a *Verified Petition for Decree of Divorce* against Respondent Donald Erich Foth, the parties attended mediation, having entered into a full agreement resolving all issues, 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**

1. **Grounds:** The parties were married April 10, 2011. This Divorce is hereby entered on the grounds of irreconcilable differences.
2. **Jurisdiction:** This Court has jurisdiction over the parties pursuant to Utah Code § 81-4-402(1) where the parties are residents of Salt Lake County and have been for at least three months prior to the divorce being filed. Utah is the home state of the parties' minor children and has jurisdiction to make an initial custody determination under Utah Code § 78B-13-201(1).

3. **Minor Children:** The parties have two minor children: P.F. born 6/16/2011 and O.F. born 3/27/2014. There are no other proceedings regarding minor children filed or pending.

4. **Physical Custody:** It is in the best interests of the parties' minor children that the parties be awarded joint physical custody.

5. **Parent-Time:** Parent-time shall be as the parties agree. If the parties cannot agree, parent-time shall be pursuant to Utah Code § 81-9-305 with Erich having parent-time on Mondays and Tuesdays, Jennifer having parent-time on Wednesdays and Thursdays, and the parties alternating the weekends Jennifer will exercise weekend parent time June 5-7, 2026.

6. **Holidays:** For Christmas break of 2026 Jennifer is awarded Christmas through New Years for a preplanned trip and Erich is awarded the remainder of the winter break. Otherwise, unless agreed otherwise by the parties, the following holidays will be divided as set forth below:

Holiday	Holiday Time Period	Father Awarded	Mother Awarded
Dr. Martin Luther King Jr. Weekend	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even
President's Weekend	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Even	Odd
Spring Break	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even
Memorial Weekend	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Even	Odd
Mother's Day	Beginning when school is regularly dismissed for the weekend through the morning when school resumes.		Every Year

Father's Day	Beginning when school is regularly dismissed for the weekend through the morning when school resumes, or 9 a.m. on Monday if the child is not in school.	Every Year	
Labor Day Weekend	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even
Fall Break	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even
Halloween	Beginning when school is regularly dismissed on October 31 st , or at 9 a.m. if there is no school until the following day upon delivering the child to school, or 9 a.m. if the child is not in school.	Even	Odd
Thanksgiving	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Even	Odd
Winter Break (First Half)	Beginning at the time that school is regularly dismissed through December 27th at 7 p.m.	Odd	Even
Winter Break (2nd Half)	Beginning December 27th at 7 p.m. through the morning when school resumes.	Even	Odd

7. **Summer:** Each party is awarded ten consecutive days of extended parent-time during the children's summer break. On off years Jennifer will select her extended time first and on even years Erich will select his extended time first.

8. **Transportation:** The receiving party is responsible for picking up the children at the start of his or her parent-time from their school when in session or from the other's home when school is not in session. A stepparent, grandparent, or other responsible adult designated by the receiving parent, may pick up the children for parent-time. During each parent's time, he/she is responsible for transporting the children to and from school, activities, and other appointments.

9. **Virtual Parent-Time:** Both parents shall allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours during the other party's parent-time.

10. **Trading Time:** Special consideration shall be given to trade time, so the children would be available to attend family functions, funerals, weddings, family reunions, important ceremonies, and other significant events in the life of either parent which may inadvertently conflict with the parent-time schedule.

11. **Relocation:** In the event a party moves more than 15 miles away from the residence of the other parent, the moving parent will provide 60 days advance written notice.

12. **Travel Notification:** If the children travel out of the State of Utah, the traveling parent shall provide to the other an itinerary of travel dates, destinations where the children can be reached, and contact number to reach the children.

13. **Legal Custody:** It is in the best interests of the parties' minor children that the parties be awarded joint legal custody.

14. **Major Decisions:** The parties shall discuss all major decisions concerning the minor children together prior to either party making said decision, and attempt in good faith to reach an agreement. In so doing, the parties shall focus on objective criteria as much as possible, facts, and above all the best interests of the minor children above their own interests or personal preferences. The parties may involve a professional to help them make major decisions, but neither shall engage with a professional absent agreement of the parties. If the parties are unable

to agree, Jennifer shall have the interim tie breaker vote subject to Erich's ability to appeal it do novo by means of binding mediation with Kathy Elton subject to review by the Court.

15. **Address, Email Address, and Phone Number:** The parties shall always keep each other informed of his or her address, email address, and telephone number, and shall inform one another of any changes to the above within twenty-four (24) hours.

16. **Mutual Restraining Order:** The parties are restrained from disparaging the other party to, or in the presence of, the minor children and are to instruct third parties to also be so restrained. Both parties are restrained from discussing this or any other legal matter between them, or any other "adult" or otherwise inappropriate topics, with or in the presence of the minor children, and are to instruct any third parties to also be so restrained. The parties shall be permanently restrained from harassing, stalking, threatening, monitoring (be it physical or electronic), or otherwise harming or seeking to harm the other party (or causing a third party to engage in any of these restrained activities toward the other party) at any time or in any place.

17. Both parties are restrained from accessing any electronic account, profile, handle, avatar, or other electronic persona belonging to or associated with the other party—even if the access is obtained via saved passwords or login information, previously known, guessed, or shared passwords or login information, or otherwise seemingly "legitimate" means. Neither party may create or otherwise establish or maintain any social media accounts for, with, or in the name of the minor child, without the express written consent of the other party.

18. **Education Plan:** Both parents shall have access directly to online platforms, school reports, and both shall notify the other within 24 hours of receiving notice of all school,

social, sports, and community functions. Unless agreed otherwise, a parent may not interrupt regular school hours for a school-age minor child for parent-time. As long as at least one parent resides within the boundaries, the children shall remain at their current schools and feeder schools.

19. **Child Support:** Beginning July 1, 2026 Jennifer shall pay Erich child support in the amount of \$595 based on Jennifer's monthly income of \$12,344 and 182 overnights and Erich's monthly income of \$4,000 and 183 overnights. Child support for each child automatically terminates when: (1) a child become eighteen years of age and has graduated from high school during the child's normal and expected year of graduation, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or (3) is emancipated in accordance with Utah Code § 78A-6-801. Pursuant to U.C.A. § 81-6-212, the parents have a right to adjust this child support.

20. **Child expenses:** The parties agree to equally split the following costs for the parties' minor children:

- a. Extra-curricular activities (currently dance for PKF and clarinet and soccer for OEF)
- b. Medical expenses
- c. Orthodontic care expenses;
- d. Eye care;
- e. Acne care including but not limited to prescriptions;
- f. Clothing;

- g. School supplies;
- h. School fees;
- i. Car insurance;
- j. Medical insurance (the portion attributable to the children); and
- k. Make up.

Other mutually agreed on child expenses will be divided equally between the parties.

21. **Advisory Guidelines:** The parties adopt the advisory guidelines in UCA 81-9-202, as follows:

- (a) The parent in possession of the children shall: (i) have the minor child ready for parent-time at the time the minor child is to be picked up; and (ii) be present at the home or make reasonable alternate arrangements to receive the minor child at the time the minor child is returned.
- (b) A parent may not interrupt regular school hours for a school-age minor child for the exercise of parent-time.
- (c) A parent may not withhold parent-time or child support due to the other parent's failure to comply with a court-ordered parent-time schedule.
- (d) Both parents shall notify the noncustodial parent within 24 hours of The noncustodial parent is entitled to attend and participate fully in the children's functions.
- (e) Both parents shall have access directly to all school reports including preschool and daycare reports and medical records.

- (f) A parent shall immediately notify the other parent in the event of a medical emergency.
- (g) Parental care is presumed to be better care for the minor child than surrogate care. The court shall encourage the parties to cooperate in allowing the other parent, if willing and able to transport the minor child, to provide the childcare. Childcare arrangements existing during the marriage are preferred as are child care arrangements with nominal or no charge.
- (h) Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent; and provide the other parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.
- (i) When one or both parents are servicemembers or contemplating joining a uniformed service, the parents should resolve issues of custodial responsibility in the event of deployment as soon as practicable through reaching a voluntary agreement pursuant to Section 81-10-201 or through court order obtained pursuant to this part. Service members shall ensure their family care plan reflects orders and agreements entered and filed pursuant to Chapter 10, Uniform Deployed Parents Custody, Parent-Time, and Visitation Act.

- (j) A parent shall immediately notify the other parent if: (a) the parent resides with an individual or provides an individual with access to the minor child; and (b) the parent knows that the individual: (i) is required to register as a sex offender, a kidnap offender, or a child abuse offender for an offense committed against a minor child under Title 53, Chapter 29, Sex, Kidnap, and Child Abuse Offender Registry; or (ii) has been convicted of an offense described in: (A) Section 76-5-109, child abuse; (B) Section 76-6-109.2, aggravated child abuse; (C) Section 76-5-109.3, child abandonment; (D) Section 76-5-109.4, child torture; (E) Section 76-5-114, commission of domestic violence in the presence of a child; (F) Section 76-5-208, child abuse homicide; (G) Title 76, Chapter 5, Part 3, Kidnapping, Trafficking, and Smuggling, for which the victim was younger than 18 years old; (H) Title 76, Chapter 5, Part 4, Sexual Offenses, for which the victim was younger than 18 years old; or (I) Title 76, Chapter 5b, Sexual Exploitation Act, for which the victim was younger than 18 years old; or (iii) has been convicted of an offense that is substantially similar to an offense under Subsection (18)(b)(ii).

22. **Alimony:** Based upon Jennifer's monthly income of \$12,344 per month she has the ability to meet no more than \$1,600 of Erich's need with Erich's total gross monthly income of \$4,000. Beginning July 1, 2026 Jennifer shall pay Erich \$1,600 per month alimony for five years, or until Erich cohabits, remarries, or dies; whichever occurs sooner.

23. **Medical Insurance Coverage:** The parties shall maintain health insurance for the minor children when it is available at a reasonable cost. The parties are equally responsible for the out-of-pocket costs of the premium actually paid for each child's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the family and shall be calculated by dividing the premium amount by the number of persons covered under the policy and then multiplying the results by the number of minor children of the parties. If at any time, the children are covered by the insurance plans of both parents, Petitioner's plan shall be designated the primary coverage and there shall be no insurance premium reimbursement. If a parent remarries and his or her dependent child is not covered by that parent's insurance, but is covered by the stepparent's plan, the stepparent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation and primary or secondary insurance. The party who carries the insurance on the children shall provide proper verification of health, optical, hospital, dental and other medical insurance coverage to the other party and notify the other of any change within thirty (30) days.

24. **Out-of-Pocket Medical Expenses:** Both parties shall share equally all preapproved reasonable and necessary healthcare expenses of the minor children actually paid by a party. Verification of the cost and the payment shall be exchanged within 30 days of payment. A party incurring healthcare expenses shall be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order. Where this Court ordered the payment of medical expenses of a minor child to be divided equally, a creditor who has been provided with a copy of the order may not make a claim for

unpaid medical expenses against a parent who has paid in full his or her 50% share of the expenses.

25. **Taxes:** Both parties shall claim one minor child on their tax returns each year. Jennifer shall claim P.F. and Erich shall claim O.F. When there is only one child eligible to claim, Jennifer shall have the first option of claiming the minor child with the parties alternating the exemption each year thereafter. In the event that a party is behind on child support / child expenses as of December 31st of the tax year, he/she loses the ability to claim the child[ren] on taxes, and the other shall claim the child[ren] and apply the credit received towards the back support. Each party shall provide the other with a signed Internal Revenue Service 8332 form for the years the other party is awarded a child.

26. **Marital Home:** Jennifer is awarded the home located at 2600 Wilmington Avenue, Salt Lake City, Utah 84109, and is responsible to pay the mortgages, utilities, property taxes and insurance, as well as any home maintenance and repairs associated with the home. Within sixty (60) days of the Decree of Divorce being signed, Jennifer shall refinance the first mortgage on the marital residence into her name solely and pay Erich \$100,000. Jennifer is responsible for the second mortgage and will hold Erich harmless. She will use her best efforts to refinance or assume the mortgage to remove Erich from liability. In the event Jennifer is unable to refinance the first mortgage, or defaults on the second mortgage, the marital home shall be sold for fair market value and the equity equally divided between.

27. The parties shall alternate nesting at the marital residence with the children remaining at the marital residence, until Erich receives his home equity, after which Erich shall vacate the marital residence and Jennifer shall have sole possession of the marital home.

28. The parties also have a lease on an apartment located at 2534 Simpson Ave, Salt Lake City, UT 84109. Erich shall pay the rent for the apartment.

29. **Timeshare:** As part of the property settlement Jennifer is awarded the timeshare and will be responsible to pay all expenses associated with the timeshare.

30. **Personal Belongings and Property:** Each party is awarded their own personal belongings/effects. The remaining personal property shall be divided as the parties agree. If the parties cannot agree to the disposition of any personal property, it shall be divided equally between them. If there is a dispute regarding the division of the joint marital personal property, the parties will write a list of the dispute items and take turns picking one item at a time of this list until the disputed property is equally divided.

31. **Vehicles:** Jennifer shall be awarded the 2013 Hyundai Sonata. Erich shall be awarded the 2012 GMC Yukon Denali and each shall be responsible for expenses and any loans associated with the vehicle awarded.

32. **Business:** The parties acquired two businesses during the marriage, namely Big Picture Branding LLC and Travel Family LLC. Jennifer shall be awarded both businesses including the three joint financial accounts that are related to these businesses and Erich forever waives any claim to future interest in the Businesses.

33. **Accounts:** Both parties shall be awarded their own financial accounts in their own names. Erich shall account for and deliver one-half of the value of gold bullion originally purchased for not less than \$5,000 no later than June 10, 2026.

34. **Retirement:** Both parties have retirement accounts. The retirement accounts shall be divided equally by using one Qualified Domestic Relations Order to equalize the accounts

35. **Debt:** Jennifer is responsible for the Barclay credit and other debts in her name and Erich is responsible for the debts in his name. Pursuant to Utah Code § 81-4-406(4)(c), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein, and provide said persons or entities with the parties' separate and current addresses.

36. **Legal Fees:** Each party shall be responsible for their own legal fees and costs associated with this action.

37. **Name Change:** Jennifer shall be restored to her maiden name Jennifer Lynn George, if she so elects.

38. **Duty To Sign Documents:** The parties will sign all documents necessary to comply with the Decree of Divorce within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the Court to appoint someone to sign the document.

39. **Purpose of Memorandum of Understanding and Settlement Agreement:** The memorandum of understanding at mediation is entered into to comply with the requirement of a written settlement agreement under Reese v. Tingey, 177 P.3d 605, 2008 UT 7.

**** In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Decree does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Decree and the proposed Decree does not include the official signature line at the end of the document. ***

Notice Pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure

Notice is hereby given that pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure, that this Decree of Divorce shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this Notice.

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of July 2026, a true and correct copy of the foregoing was served counsel for Respondent via efile.

/s/ Dusten L. Heugly