



Nonie Ferguson #16044
Aubrey Staples #18103
Attorneys for Petitioner
LAW ELEVATED, LLC
1795 Sidewinder Drive, Ste. 200
Park City, UT 84060
435-800-2963
nonie@law-elevated.com
aubrey@law-elevated.com

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

In the matter of the marriage of:
JEFFREY MARTIN,

Petitioner,

and
COURTNEY MARTIN,

Respondent.

**DECREE OF DIVORCE AND
PARENTING PLAN**

Civil No. 264903210
Judge: Robert Faust
Commissioner: Joanna Sagers

The above-entitled matter came before the court on Petitioner, Jeffrey Martin (hereinafter, "Jeffrey"), and Respondent, Courtney Martin (hereinafter, "Courtney"), signed Stipulation and Settlement Agreement for Divorce, which has been filed with the Court and resolves all issues. The Court, having entered its Findings of Fact and Conclusions of Law, now orders:

DECREE OF DIVORCE

The parties are hereby awarded a Decree of Divorce from one another on the grounds of irreconcilable differences, and their marriage is hereby dissolved as of the date this Decree is signed.

PARTIES, JURISDICTION, AND VENUE

1. Petitioner is a resident of Salt Lake County, State of Utah, and has been for three (3) months immediately prior to the commencement of this action.
2. Respondent is a resident of Salt Lake County, State of Utah, and has been for three (3) months immediately prior to the commencement of this action.
3. The parties are wife and husband, having been married on October 11, 2008, in the State of Utah. The parties are currently married.
4. The parties separated on or about October 1, 2025.
5. The parties are the natural parents of two (2) minor children: J.P.M., born in June of 2013, and J.M.M., born in September of 2016.
6. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, and the Utah Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. § 81-11-101 *et seq.*, There are no proceedings for custody of the minor children nor any criminal or delinquency cases in which a party or the parties' minor children are defendants or respondents, filed or pending, in the juvenile court or any other jurisdiction.
7. Neither party is on active duty with the military, and the Servicemembers Civil Relief Act, contained in 50 USC Appx. §§ 501 *et seq.*, does not apply.

PARENT TIME AND CUSTODY

8. Legal Custody. It is in the best interests of the minor children that the parties are awarded joint legal custody of the minor children. Both parties will have access to the minor children's school, education, religious, and other records, and will include the other party as a parent on such records. The major decisions concerning the parties' minor children's general welfare, education, discretionary medical treatment (e.g., elective surgeries,

medications), and religious training shall be mutually agreed to by both parties.

9. In the event the parties do not mutually agree regarding the minor children, the parties agree to follow the dispute resolution paragraphs stated below.

10. Each parent may make day-to-day and emergency decisions for the minor children during the time the parent is caring for the minor children. A parent who makes an emergency decision must notify the other parent as soon as reasonably possible.

11. Physical Custody. The parties are awarded joint physical custody of their minor

children under Utah Code Ann. § 81-9-305, with Courtney designated as the residential parent for school purposes so long as she resides within the Murray school district. If either parent no longer resides in the Murray school district, the parties will implement the joint legal custody decision-making process outlined herein. Parent time with the minor children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	DAD	DAD	DAD	DAD	DAD	DAD	DAD
Week 2	MOM	MOM	MOM	MOM	MOM	MOM	MOM

12. The parties' holiday parent time schedule shall be as the parties agree. In the event

the parties do not agree, the parties shall maintain a holiday schedule described in Utah Code Ann.

§ 81-9-303, as follows:

Holiday	Holiday Time Period	Jeffrey	Courtney
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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.	Even years	Odd 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;	Even years	Odd years
	(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 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 Friday before Mother's Day at 9 a.m. (2) Holiday ends on the day following Mother's Day at 8 a.m.		All years
Father's Day	(1) Holiday begins on Friday before Father's Day at 9 a.m. (2) Holiday ends on the day following Father's Day at 8 a.m.	All years	
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m. *The parties agree that Jeffrey will take the children to his family reunion beginning July 4, 2026-July 14, 2026.	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
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
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.	Odd years	Even years

13. Either parent may request to exercise their parent time earlier or later than is

regularly scheduled, or relinquish parent time on a date earlier or later than is regularly scheduled in writing. The temporary parent time change must be mutually agreed upon in writing. If either parent relinquishes their parent time, there is no expectation for make-up time for the relinquished days.

14. Should either party relocate more than 150 miles from the other party's residence, the parties shall follow the procedures set forth in Utah Code § 81-9-209. The relocating parent shall provide written notice to the other parent at least sixty (60) days before the day on which the relocating parent intends to relocate. If a parent relocates from the Murray school district boundaries more than 25-30 miles, the parties will discuss changes to the parent-time.

CHILD SUPPORT

15. In accordance with the Utah Child Support Act, as set forth in Utah Code § 81-6-201 *et seq.*, child support shall be calculated based on the parties' gross monthly income and the parties' respective parenting time with the minor children. Courtney earns a gross monthly income of \$7,839, and Jeffrey earns a gross monthly income of \$11,983.

16. The support has been calculated according to the Joint Physical Custody Worksheet. Jeffrey's child support obligation to Courtney shall be \$285 per month. Child support shall commence on May 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust when, (1) a 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) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

17. The child support is payable one-half on the 5th day of each month and one-

half on the 20th day of each month, and the parties shall be entitled to mandatory income withholding payable through the Utah Office of Recovery Services, as provided by Utah Code Ann. § 62A-11-401 *et seq.*

PARENTING PLAN

18. Pursuant to Utah Code Ann. § 81-9-203, this parenting plan is submitted in good faith.

19. The parties shall be entitled to contact the minor children by telephone, email, and other reasonable means of virtual communication as is reasonably available. Such contact shall be at reasonable hours and for a reasonable duration. The minor children shall be able to contact either parent at any time requested by the minor children. If the minor children calls but the parent is unavailable, the parent shall be able to call back the minor children. The parents shall be able to contact the minor children through electronic or phone means, and such contact shall be at reasonable times and reasonable places.

20. The parties shall discuss and resolve any parent time issues among themselves, and such issues shall not be discussed with the minor children by any means.

21. Special consideration shall be given by each party to make the minor children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the minor children or in the lives of either parent, which may inadvertently conflict with the parent time schedule.

22. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities, and sporting events their

children may be involved in.

23. All communication between the parties shall remain civil in nature and shall be related to parent time or other issues involving the minor children.

24. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing 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.

25. Each party shall keep the other party advised of his/her current address and telephone number, and if possible, advise the other party no less than sixty (60) days in advance of any move, if possible.

26. Should either party desire to travel out of the country with the minor children during their respective parent time, the party shall give the other party sixty (60) days' advance notice of travel and provide an itinerary and contact information for a third party who will know the minor children's whereabouts when traveling with the minor children.

27. Neither party should unreasonably withhold or delay approval for any required travel documents, including but not limited to passports, passport renewals, school or extracurricular travel authorizations, U.S. Customs and Border Protection parental consent letters, medical travel consents, and any other documentation reasonably required for domestic or international travel.

28. When the minor children travel with either parent overnight out of State of Utah, all of the following will be provided to the other parent 14 days prior to their departure:

- a. An itinerary of travel dates;
- b. Destination and secondary destinations;
- c. Places where the children or traveling parent can be reached;
- d. And the name and telephone number of an available third person who would be knowledgeable of the children's location.
- e. Parents will make reasonable efforts to ensure the minor children's communication devices remain powered on and have service for the duration of travel.

29. Parent-time exchanges shall take place at the school or daycare of the minor children. Meaning the receiving parent begins his or her parent-time by picking up the children from the school upon the release of the children from school.

30. If school drop-offs and pick-ups are not possible, or if school is not in session, the exchanges shall be curbside at the parties' residences. The party beginning his or her parent-time shall remain within arm's length of his or her vehicle, and the party ending his or her parent-time shall remain within arm's length of his or her residence. If school is not in session, then pickup shall occur at 9 am.

31. 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.

32. Each party shall immediately notify the other parent if the parent resides with an individual or provides an individual with access to the minor children, and the parent knows that the individual 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 has been convicted of a child abuse

offense under Section 76-5-109, 76-5-109.2, 76-5-109.3, 76-5-109.4, 76-5-114, or 76-5-208; a sexual offense against a minor child under Title 76, Chapter 5, Part 4, Sexual Offenses, other than an offense under Section 76-5-417, 76-5-418, or 76-5-419; an offense for kidnapping or human trafficking of a minor child under Title 76, Chapter 5, Part 3, Kidnapping, Trafficking, and Smuggling; a sexual exploitation offense against a minor child under Title 76, Chapter 5b, Sexual Exploitation Act; or any similar offense.

MUTUAL RESTRAINING ORDER

33. Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the children for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, or a significant other of either parent, speaking to the children about the issues in this matter, or from attempting to influence the children's preference regarding custody or visitation. Demeaning or disparaging means to say anything ill of the other, whether they believe it to be true or not. Both parties shall be restrained from making visitation arrangements through the children.

34. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children or committing any domestic violence or abuse against the other party or the minor children, or in the presence of the minor children.

35. Harassing, annoying, or otherwise bothering the other party includes, but is not limited to contacting the other party from any mechanism of communication without stating who the contacting party is; sending communications to the other party outside of the regular

channels of communication; contacting the other party about any matter not related to the minor children or Decree; instructing or authorizing any third party to contact the other party unless there is an emergency or the third party is a childcare or medical care provider; and using a “burner” phone or fake text messages to contact the other party.

36. Neither party shall use alcohol in excess, use illegal drugs, or abuse prescription drugs within 24 hours before or during parent time with the children. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under the mutual restraining order and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.

37. Both parties shall be restrained from engaging in any retaliatory or revenge-based actions that interfere with the other party’s access to essential resources or communication. This includes turning off or disabling phone services used by the other party, freezing, locking, or otherwise restricting access to joint or individual bank accounts or credit cards without prior agreement or court order, canceling or interfering with utility services, insurance policies, or other essential accounts relied upon by the other party, and taking any action intended to disrupt the other party’s financial stability, personal security, or ability to communicate effectively. Both parties shall act in good faith to maintain the status quo and ensure fair treatment during the pendency of this action.

DISPUTE RESOLUTION

38. The parties shall adopt the following dispute resolution process in the event that the parties are unable to reach an agreement regarding any major decision concerning the

children's general welfare, education, medical treatment, and religious training.

39. In the event the parties disagree regarding the parenting, care, or upbringing of the minor children, they shall first confer in good faith to discuss the matter and attempt to reach a mutual agreement.

40. If the parties are unable to reach an agreement after reasonable discussion, the parties shall defer to the respective professionals (i.e., therapists, doctors, etc.) on such relevant matters.

41. If the parties still continue to disagree or either party believes the decision is not in the children's best interest, the parties shall participate in mediation using a mutually agreed-upon mediator before seeking court intervention.

HEALTH INSURANCE AND MEDICAL EXPENSES

42. The party who can obtain the lowest cost for medical, dental, and optical insurance for the minor children's benefit shall do so.

43. Notwithstanding the above, medical, dental, and optical insurance will be discussed by both parties prior to selection, and the parties will mutually agree to choose a plan and provider with the comprehensive plan offering the most complete insurance for the lowest price.

44. The parties shall each pay one-half of the cost of any out-of-pocket costs or fees not covered by insurance. Additionally, a party shall pay the other one-half of the payment for the minor children's pro rata share of the insurance premium actually paid by that party. If both parties carry similar insurance for the minor children, neither will pay the other the ½ insurance premium.

45. If the children are covered under both parties' insurance plans, Jeffrey's insurance shall be the primary insurance, and Courtney's shall be secondary for purposes such as billing. The parties shall equally pay any sums not covered by insurance, including but not limited to physician care, inpatient care, prescriptions, medically necessary medical supplies, eye examinations, corrective lenses, dental and orthodontic care, and mental health services under the following guidelines:

- a. As required by Utah Code Ann. § 81-6-208, each party shall provide the other written notice and proof of medical, dental, and orthodontic expenses incurred and payments made thereon, by insurance or otherwise, within thirty (30) days of the date the expense is incurred. Each party shall provide the other with copies of statements or written notice received of payments made to a provider by insurance. The obligated party shall pay his or her portion, as specified above, of incurred medical, dental, orthodontic, optical, or mental health services within fifteen (15) days of receiving written notice from that party.
- b. In addition to any other sanctions provided by the Court, a party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other Party's share of the expenses if the concurring party fails to comply with Utah Code Ann. § 81-6-210.
- c. Any party ordered and/or providing insurance shall provide verification of coverage to the other party upon initial enrollment of the dependent children, and thereafter, on or before January 2 of each year. The insuring

party shall notify the other party of any change of insurance carrier, premium, or benefits within thirty (30) days of the date the insuring parent first knew or should have known of the change.

d. As required by Utah Code Ann. § 81-6-208, the parties shall share equally the out-of-pocket costs for the medical, dental, and optical insurance premiums paid for the minor children's portion of the insurance. The parent obligated to provide child support shall be entitled to an offset, either adding to or deducting from his or her monthly child support payments to facilitate the equal sharing of the out-of-pocket costs of a medical insurance premium.

SCHOOL, SCHOOL FEES, AND EXTRACURRICULAR ACTIVITIES

46. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and should be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

47. Both parties shall have equal access to the children's school records, and both parents' names shall be listed with the children's school as parents. The parties shall ensure that the school communicates equally with both parents regarding the minor children's grades, absences, or any other issues that may arise or relate to the minor

children's schooling.

48. The parties shall take affirmative steps to share school and activity information concerning their children with each other, on a frequent basis, that is not available through the school calendar or email. The parties shall notify each other of any school programs, extracurricular activities, and sporting events their children may be involved in that are not available online or through the emails of the program. The parties shall notify the other of any illnesses that require an absence from school, doctor/dental visits and outcomes, etc.

49. Extracurricular Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in-writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receipt of the same, and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extracurricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity should not infringe on the other parent's parent-time, and the enrolling parent should pay the full cost.

RIGHT OF FIRST REFUSAL

50. Pursuant to Utah Code Ann. §81-9-202(13), parental care is presumed to be better for the children than surrogate care. Therefore, if either party is available when the other parent

is unavailable to personally care for the children during their parent-time for a period of overnight hours or more, or if the parent responsible for the minor children travels out of state, the other parent shall have the right of first refusal for that duration. Drop-off and pick-up arrangements for the minor children will be mutually agreed upon by both parties. This shall cease when each child turns 16 years old.

REAL PROPERTY

51. During the course of the parties' marriage, the parties acquired the property located at 5548 S Fairhaven Cir, Murray, UT 84123, hereinafter known as the Marital Home ("Marital Home").

52. Courtney is awarded all title, right, interest, equity, and ownership of the Marital Home, free and clear of any claim by Jeffrey, subject to the following conditions:

53. Courtney shall buy Jeffrey out his $\frac{1}{2}$ of the home on or before July 8, 2026, unless a reasonable time frame is requested in writing.

a. The parties agree that the home is valued at \$671,200.

b. Courtney shall pay Jeffrey \$160,000 from the equity in the home which represents Jeffrey's $\frac{1}{2}$ equity in the home and includes a global property settlement that includes a payment of alimony and an offset of the differences in retirement/investment accounts. The \$160,000 shall be paid by Courtney directly to Jeffrey within (30) days from the entry of Decree of Divorce, unless a reasonable extension is requested in writing.

c. Courtney shall refinance the home out of Jeffrey's name within (30) days from the entry of Decree of Divorce;

54. If Courtney is not able to refinance the home within (30) days from the entry of Decree of Divorce, the home must be immediately listed for sale (no later than 7 days after Courtney learns she is unable to qualify for the refinance and payout). The home must be listed with an agreed-upon realtor. When the home is sold, Jeffrey shall be paid his \$160,000 from the initial equity before Courtney receives any of her equity.

55. The parties agree that Courtney will continue to pay for the mortgage, utilities, repairs, HOA's, etc. and any other bills related to the home as of April 1, 2026, without seeking reimbursement from Jeffrey.

56. Jeffrey will remove his name from the title of the home once his \$160,000 payout is received in full.

57. If Jeffrey must bring an enforcement action to force Courtney's compliance with his payout of \$160,000, the parties agree that the statutory interest will occur per month for every month the payment is late and/or not paid in full.

58. Regardless of whether the home is refinanced or sold parties shall execute any necessary documents for the assumption, refinance, and/or listing and sale of the said real property. In the event that either party fails to execute said documents, he/ she may submit an ex-parte motion, pursuant to Rule 70 of the UTAH RULES OF CIVIL PROCEDURE, and the Court may direct the Clerk of the Court to execute said necessary documents.

PERSONAL PROPERTY

59. During the course of the parties' marriage, the parties acquired various items of

personal property, including vehicles.

60. Jeffrey shall be awarded the 2016 Toyota Tundra free and clear of any claim by Courtney.

61. Courtney shall be awarded the 2014 Hyundai Santa Fe free and clear of any claim by Jeffrey.

62. Courtney is awarded the 2019 StarCraft Travel Star Trailer.

63. Courtney is awarded all of the camping and recreation equipment, both associated with the Travel Star Trailer camper trailer, and the separate camping and recreation items.

64. The parties obtained a family dog. The dog is awarded to Courtney free and clear of any claim by Jeffrey. Courtney is responsible for the fees and costs associated with the family dog and will not seek reimbursement from Jeffrey for the dog.

65. The parties shall equitably divide all items of personal property not listed above. The parties shall work together to determine how to equitably divide all items of material property.

66. If the parties are unable to reach an agreement as to the division of the personal property, then the parties shall flip a coin with Courtney calling it in the air, Jeffrey will call the coin in the air for the second item in dispute and so on until there is no more personal property in dispute. If any personal property is encumbered by debt, then that debt should be assigned to the party awarded the personal property, and that party should indemnify and hold the other party completely harmless therefrom.

67. Jeffrey shall be awarded the bread knife that his grandmother left for him when she passed away. Jeffrey shall retrieve this item within the next 7 days from the date the Stipulation is signed.

PREMARITAL PROPERTY

68. Any premarital property, separate property, inheritance, or gifts intended to go to either party shall remain the sole and exclusive property of that party and is not subject to division by the Court

69. Each party shall be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, and gifts and inheritance received by him or her.

DEBTS

70. During the course of the parties' marriage, the parties have incurred various debts. The Court shall determine equitable division and payment of those debts, with the responsible party being required to indemnify the other and hold the other harmless from any loss, damage, demand, or claim of any kind arising from his or her failure or neglect to do so.

71. Both parties are responsible for any debt incurred since the date of the parties' separation and debts in their own name.

72. Courtney shall assume, indemnify, and hold Jeffrey harmless from any and all liabilities and obligations associated with her personal debts including but not limited to:

- a. AFCU ending 8639;
- b. AFCU ending 5486; and
- c. Ashley Furniture line of credit.

73. Jeffrey shall assume, indemnify, and hold Courtney harmless from any and all liabilities and obligations associated with his personal debts including but not limited to:

- a. Capital One ending 1225;
- b. Costco Visa ending 3464; and

c. Citi Double Cash ending 5422.

74. The parties shall also be ordered to notify creditors or obligees of the Court's division of debts or obligations and to give creditors the parties' separate, current addresses. The parties shall keep any and all joint related debts current and in good standing with the creditors.

- a. In addition to a creditor's duties as a secured party under Utah Code Ann. § 70A-9-112 and the creditor's duties as a trustee or beneficiary of a trust deed under Utah Code Ann., Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under Utah Code Ann. § 81-4-204(1)(e) 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, must provide to the debtors individually all statements, notices and other similar correspondences required by law or by contract.
- b. With respect to a debtor who is not ordered by the court under Utah Code Ann. § 81-4-204(1)(e) to make payments on a joint obligation, no negative credit report under Utah Code Ann. § 70C-7-107, and no report of the debtor's repayment practices or credit history under Utah Code Ann., Title 7, Chapter 14, Credit Information Exchange, shall be made regarding the joint obligation after the creditor is served notice of the court's order unless the creditor has made a demand on the debtor for payment because of the failure to make payments by the debtor, who is ordered by the court to make the

payments.

- c. Absent an agreement by the parties, any and all debts incurred by either party from the date of separation and thereafter shall be the sole responsibility of the party incurring the debt, with the other party being indemnified and held harmless from the same.

75. Delinquency in Payments. If either party is obligated on a jointly secured debt, the payment of that debt must remain current.

76. A party who makes payment on a delinquent debt in order to protect his or her credit rating may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

INVESTMENT, RETIREMENT, BANK ACCOUNTS, AND SECURITIES

77. During the course of the parties' marriage, the parties established retirement, savings, investments, bank accounts, and/or other securities.

78. Courtney shall keep the following retirement and bank accounts free and clear of any claim by Jeffrey:

- a. Mission Square 457 ending 3425;
- b. Mission Square 401A account ending 9078;
- c. Mission Square Roth IRA 6136;
- d. URS pension plan associated with her income;
- e. AFCU checking 5486;
- f. AFCU savings 5486;
- g. AFCU Money Market 5486;
- h. AFCU checking 8639;
- i. AFCU savings 8639;

- j. AFCU Money Market 8639;
- k. Health Equity HSA account.; and
- l. Her money transfer applications.

79. Jeffrey shall keep the following retirement and bank accounts free and clear of any claim by Courtney:

- a. Fidelity Investments 3741;
- b. Fidelity Investments Roth IRA 2306;
- c. URS 401(k) ending 1421;
- d. URS 457 ending 1421;
- e. URS pension plan associated with his income;
- f. AFCU checking 3122;
- g. AFCU savings; 3122;
- h. Citi Bank 7594;
- i. Atlanta FCU 5495; and
- j. His money transfer applications.

80. Both parties shall have equal access to the minor children's bank accounts and 529 accounts, and shall equally share all account information, passwords, and login information. Both parties shall have their names listed on such accounts until the accounts are transferred to the minor children for their sole ownership and use. If at any time either party intends to access the accounts to make changes or movements that modify them, the other party must be notified in writing of the party's intentions and given the opportunity to discuss and review the intended changes. No changes to the accounts shall be made unless both parties agree in writing, including any withdrawals or transfers of funds.

ALIMONY

81. Each party is fully capable of supporting himself or herself and, therefore, neither party shall be awarded alimony at any time and shall forever waive any such claim both now and in the future.

TAXES

82. The parties have filed 2025 their 2025 taxes.

83. The parties shall file separate tax returns for the 2026 tax year and each year thereafter. The parties shall each claim one child for the federal and state child tax credit for the minor children, with Courtney claiming the younger child and Jeffrey claiming the older child. When the older child can no longer be claimed for tax purposes, the parties will alternate claiming the remaining child each year. Courtney shall claim the remaining child in even-numbered tax years, and Jeffrey shall claim the child in odd-numbered tax years.

84. The parties shall only have the ability to claim a minor child for tax purposes if the obligated party is current on his or her child support by December 31 of the given year. Otherwise, the other party shall claim the child for federal and state income tax exemptions.

MISCELLANEOUS

85. If she so desires, Courtney shall be allowed to restore her maiden name of Courtney Alcock, keep her married name, or change her name to any combination she so chooses.

86. Jeffrey agrees to release Courtney's cellphone number within 30 days from April 8, 2026.

87. Courtney will reimburse Jeffrey \$2,400.99 for her ½ share of the April 2026 bills by April 15, 2026.

88. Identity: 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.

89. Execution of Documents/ Deeds/ Titles: Both parties shall sign whatever documents are necessary to transfer the titles or any other documents necessary to implement the Decree of Divorce.

90. Notice to Creditors: The parties shall provide a certified copy of the final Decree of Divorce, and any modifications thereto, to all creditors as outlined in Utah Code § 81-4-204(1)(e) and Utah Code § 15-4-6.5 and to effectuate compliance with these statutes.

91. Certified Copy. The parties hereto shall provide a certified copy of the final Decree of Divorce, and any modifications thereto, to all creditors as set forth in Utah Code § 81-4-204(1)(e) and Utah Code § 15-4-6.5 and to effectuate compliance with these statutes.

92. Modification. Prior to either party filing a Petition to Modify to change any provision of the final Decree of Divorce, the parties shall attend mediation to resolve the issue using a mutually agreed-upon mediator.

93. Mediation. If the parties have any future disagreement pertaining to their children generally or the terms or implementation of any agreement, they shall seek the assistance of a mutually agreed-upon third party or mediator before the parties initiate legal action. However, either of the parties may seek emergency relief from the Court in the future should an emergency arise that would make formal negotiation impractical.

94. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

COURT SIGNATURE AND SEAL AT TOP OF FIRST PAGE OF DOCUMENT

Approved as to form by:

/s/ Kurt Quackenbush

Kurt Quackenbush

Attorney for Respondent

(Signed with permission via email on 7.7.26)

RULE 7(j) NOTICE

Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure a true and correct copy of the foregoing proposed *Decree of Divorce and Parenting Plan* was provided on the 6th day of July 2026 to Kurt Quackenbush, Counsel for Respondent, Courtney Martin, in this matter. Notice of objections to this Order must be submitted to the Court and counsel within seven (7) days after service. Should no objections to this Order be submitted to the Court and counsel within seven days after service, this Order should be presented to the Court for entry and signature.

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served, via email, a true and correct copy of the foregoing *Decree of Divorce and Parenting Plan* on this 6th day of July 2026, to the following:

Kurt Quackenbush

Attorney for Respondent

/s/ Jennifer Schultz