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Attorney for Petitioner

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

In the Matter of the Marriage of:

ZOE GERALD,

Petitioner,

and

JAMES DALTON GERALD,

Respondent.

DECREE OF DIVORCE

Civil No. 264902215

Judge Barry Lawrence

Commissioner Joanna Sagers

The parties have stipulated to all terms related to their divorce, as evidenced by the Stipulation and Settlement Agreement filed with the Court. Based upon the Parties' agreement and the Findings of Fact and Conclusions of Law entered contemporaneously herewith, the Court **GRANTS** the Petition as set forth below, **DECREES** that the parties are divorced on the grounds of irreconcilable differences and further **ORDERS** as follows.

PARENTING PLAN

1. Agreement re: Child Custody/Support.

- a. Zoe is awarded sole physical and legal custody of the Child. Parent time for Dalton is as the parties may agree, and if they are unable to agree, Dalton is entitled to the statutory non-custodial parent time as set forth in Utah Code Ann. § 81-9-304 (when

the Child is under age five), Utah Code Ann. § 81-9-303 (if the Child is over age five and the parties reside within 150 miles of each other) or Utah Code Ann. § 81-9-209 (if the Child is over age five and the parties reside outside of 150 miles of each other). If either party relocates outside of 150 miles from the parties' current residence in central Salt Lake City, the relocating party shall pay all transportation costs for parent time.

b. Dalton is not entitled to overnight parent time unless he has a clean and safe living space with a separate room for the Child with her own bed.

c. If Dalton intends to exercise parent time outside of the Child's county of residence, he shall provide the following information to Zoe at least 21 days in advance: (i) an itinerary of travel dates; (ii) destinations; (iii) places where the Child or traveling parent can be reached; and (iv) the name and telephone number of an available third person who would be knowledgeable of the Child's location.

d. Standard statutory child support as set forth in the Utah Child Support Act, Utah Code Ann. § 81-6-101, *et seq.* shall apply, which is \$695.00 per month payable from Dalton to Zoe based on the Child Support Worksheet filed with the Court. Zoe is entitled to tax credits and exemptions for the Child.

2. Agreement re: Rental Property. The parties currently lease a residence. Zoe shall remain in the property exclusively and be solely responsible for paying the rent. Dalton shall vacate the property by April 30, 2026.

3. Agreement re: Distribution of Assets. The parties agree to divide assets as follows:

a. To Zoe: (i) one half of the parties' joint deposit accounts after the payment of all debts (per below), (ii) all accounts in her name (deposit, retirement, etc.); (iii) her vehicle; (iv) one-half of the household goods and similar joint personal property, as the parties

agree; and (v) her personal effects and similar personal property.

b. To Dalton: (i) one half of the parties' joint deposit accounts after the payment of all debts (per below), (ii) all accounts in his name; (iii) his vehicle; (iv) his retirement accounts, pensions, and disability payments; (iv) one-half of the household goods and similar joint personal property, as the parties agree; and (v) his personal effects and similar personal property.

4. Agreement re: Distribution of Debts. The parties' credit card debts shall be paid in full from their joint deposit accounts and the accounts then closed. Any other debts shall be the responsibility of the person in whose name the debt exists without contribution from the other. There is no other joint debt.

5. Agreement re: Alimony. Alimony claims of any kind are forever waived by both parties.

6. Agreement re: Attorney's Fees. Any attorney's fees incurred by either party shall be solely the responsibility of that party.

7. Agreement re: Frozen Embryos. The frozen embryos shall either be donated or destroyed, at Zoe's option.

8. Restoration of Maiden Name. Zoe shall be restored to her maiden name, should she so desire.

9. Mediation Required. Should any dispute arise concerning anything related to the parties' marriage or the Settlement Agreement and any resulting court orders, and the parties are unable to agree on a resolution, the parties shall attend mediation in good faith to attempt to resolve the dispute. If the dispute is not resolved by mediation, either party may apply to the Court for a determination.

10. Representation and Advice. Zoe is represented by Ben W. Lieberman. Dalton is not

represented by counsel. Each party affirms s/he has had the benefit of all legal and other advice necessary to make an informed decision as to whether to enter into the Settlement Agreement.

11. Acceptance of Service. Dalton agrees to accept service of any documents related to this divorce by e-mail at the e-mail address of jamesd.gerald@gmail.com. Personal, in-person service of process is waived.

**THIS IS AN OFFICIAL COURT ORDER. THIS ORDER IS ELECTRONICALLY
SIGNED BY THE JUDGE AND/OR COMMISSIONER ON THE TOP OF THE FIRST
PAGE OF THE DOCUMENT AND ENTERED AS OF THE DATE.**

CERTIFICATE OF SERVICE AND COMPLIANCE WITH RULE 7

I hereby certify that on the 18th day of June, 2026, I sent a copy of the foregoing to the following person(s) as indicated below. No response was received or filed within the time allowed.

Respondent:

James Dalton Gerald
jamesd.gerald@gmail.com

	U.S. Mail
	Overnight Mail
	Hand Delivery
<i>X</i>	<i>Electronic Mail</i>
	Electronic Service

/s/ Ben W. Lieberman