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**IN THE DISTRICT COURT OF UTAH
THIRD JUDICIAL DISTRICT, TOOELE COUNTY**

In the Matter of the Marriage of

JOEL HUBER

and

ASHLEY HUBER

(PROPOSED) DECREE OF DIVORCE

Case No. 264300052

Judge Douglas Hogan

Commissioner Renee Blocher

Before this court is the *Stipulated Petition for Divorce and Parenting Plan* signed by the parties and filed by Joel Huber. The parties came to the resolution of all matters as set forth in the signed *Stipulated Petition for Divorce and Parenting Plan* filed with this Court. The Court, having reviewed the Stipulated Petition and having previously entered its Findings of Fact and Conclusions of Law, hereby ORDERS as follows:

1. The parties are hereby granted a divorce, and the marriage between the parties is hereby dissolved.

The Parties and the Marriage

2. Father is a resident of Tooele County, State of Utah, and has been a bona fide resident of that county for more than three months immediately preceding the commencement of this action.

3. Mother is a resident of Vanderburgh County, State of Indiana.

4. The parties were married on January 7, 2005, in Henderson, Kentucky.
5. The parties separated on or about January 2026.
6. One minor child was born of the marriage: J.H., born October 24, 2008.
7. Mother is expecting a child that was not conceived with Father.

Jurisdiction, Venue, and Grounds for Divorce

8. This Court has jurisdiction over the parties under Utah Code §§ 81-4-402(1) and 78A-5-102.
9. Utah is the minor child's home state, and this Court has jurisdiction to determine custody, parent-time, and child support under Utah Code §§ 81-6-103 and 81-11-201.
10. Venue is proper in this Court under Utah Code § 81-4-402(1).
11. Grounds for divorce exist because the parties have irreconcilable differences of the marriage under Utah Code § 81-4-405(1)(h).

Rule 100 Information

12. Under Rule 100(a) of the Utah Rules of Civil Procedure, Father states that there is no other case in which a party or the minor child is a party to or the subject of a petition or order, no criminal or delinquency case in which a party or a party's child is a defendant or respondent, and no protective order case involving a party.
13. Although it does not fall within the categories listed in Rule 100(a), and in the interest of full disclosure, Father states that Synchrony Bank has commenced a civil collection action naming Father as a defendant, arising from a debt associated with the parties' Tesla. A summons in that action was left at Father's residence on or about July 21, 2026.

Custody and Parent-Time

14. The parties should be awarded joint legal custody of the minor child.
15. Father should be awarded sole physical custody of the minor child and should be designated the custodial parent.
16. Because Mother resides more than 150 miles from Father's residence, parent-time should be as the parties agree. If the parties are unable to agree, Mother should receive the minimum parent-time set out in Utah Code § 81-9-209(9) for a minor child five to 18 years old.
17. Holiday parent-time should be as the parties agree. If the parties are unable to agree, the holiday schedule in Utah Code § 81-9-209(9)(a) and (b) should apply, with Father designated as the custodial parent.
18. Travel expenses associated with parent-time should be allocated as provided in Utah Code § 81-9-209(16).
19. Each party should allow and not discourage the minor child to communicate with the other party by text message, telephone call, or video call. Neither party should interfere with or monitor communication between the minor child and the other party.
20. Under Utah Code § 81-9-203(11)(c), either party should be able to make emergency decisions affecting the health or safety of the minor child. A party who makes an emergency decision should notify the other party as soon as reasonably possible.
21. During that party's parent-time, each party should be able to make decisions regarding the day-to-day care of the minor child.

Education and Major Decisions

22. Under Utah Code § 81-9-203(11), Father's home should be the minor child's residence for purposes of identifying the appropriate school.

23. The parties should work together to make educational, medical, and other major decisions and should consider the best interest of the minor child in all such decisions.

24. If the parties are unable to agree on a major decision, Father should have final decision-making authority, subject to the dispute resolution process set out below.

25. Under Utah Code § 81-9-202(6), neither party may interrupt regular school hours for the exercise of parent-time.

26. The parties should notify each other of any special event involving the minor child within a reasonable time before the event so that each party has the option of attending.

Travel With the Minor Child

27. If either party takes the minor child for any overnight period away from that party's residence, that party should provide a travel itinerary complying with Utah Code § 81-9-202(19).

Communication Between the Parties

28. All communication between the parties should be civil, respectful, courteous, and non-threatening. The parties should exchange information concerning the health, education, and welfare of the minor child, and should not use the minor child as a messenger.

29. The parties should keep each other informed of their current residential address, telephone number, and other important contact information, and should notify the other of any change within 30 days.

Dispute Resolution Process

30. If the parties are unable to agree on a major decision involving the minor child, and to the extent Mother disagrees with a final decision made by Father, Mother may request mediation,

and the parties should be required to attend mediation before bringing the matter before the Court. Each party should be responsible for one-half of the cost of mediation. If the matter is later brought before the Court, the Court may reallocate the cost of mediation in its discretion.

Child Support

31. The parties have agreed that neither party will pay ongoing child support to the other.

32. Father requests that the Court find good cause to deviate from the child support guidelines and order that neither party pay ongoing child support based on the parties' agreement, Mother's current lack of employment, the minor child's imminent emancipation, and Father's assumption of the marital debt as set out below.

33. If the Court declines to accept the parties' agreement, child support should be calculated under Utah Code §§ 81-6-202 and 81-6-204 and the Utah Child Support Guidelines, and any support ordered should be due one-half on the fifth day and one-half on the twentieth day of each month.

34. Unless the Court orders otherwise, support for the minor child should terminate when the minor child turns 18 years old or graduates from high school during the minor child's normal and expected year of graduation, whichever occurs later, or when the minor child dies, marries, becomes a member of the armed forces of the United States, or is emancipated under Utah Code § 80-7-104.

35. Each party should notify the other of any change in monthly income within 30 days of the change.

36. Father should continue to provide health insurance coverage for the minor child through his military benefits. If that coverage becomes unavailable, the parties should provide medical insurance and pay medical expenses as set out in Utah Code § 81-6-208.

37. The parties should share equally the reasonable work-related child care expenses of the parties under Utah Code § 81-6-209. Under Utah Code § 81-6-209(2)(a), a party should begin paying that party's share on a monthly basis upon presentation of proof of the expense. The party incurring a child care expense should provide written verification of the cost and the identity of the provider upon initial engagement of the provider and thereafter on request, and should notify the other party of any change of provider or of the monthly expense within 30 calendar days after the change.

Alimony

38. Neither party should be awarded alimony. Each party knowingly and permanently waives any claim to alimony, spousal support, or spousal maintenance from the other, now and in the future, and the Court's jurisdiction to award alimony to either party should be terminated.

Real Property

39. The parties own a residence located in Tooele, Utah (the "Utah Residence") and a residence located in North Carolina (the "North Carolina Residence").

40. Father should be awarded the Utah Residence and the North Carolina Residence, together with all associated mortgages, liens, taxes, insurance, and other encumbrances, including the solar loan associated with the North Carolina Residence, and Father should indemnify and hold Mother harmless on those obligations.

41. Mother should be ordered to execute a quitclaim deed conveying her interest in each residence to Father within 30 days after entry of the decree. If Mother fails to do so, the Court should authorize the clerk of the court to execute the deeds on her behalf.

Motor Vehicles

42. Father should be awarded the parties' Ford F150 truck, together with the associated loan, and should indemnify and hold Mother harmless on that obligation.

43. Because Mother's name also appears on the truck's title, Mother should be ordered to execute all documents necessary to transfer her interest in the truck to Father within 30 days after entry of the decree. If Mother fails to do so, the Court should authorize the clerk of the court to execute those documents on her behalf.

44. Father should be awarded the parties' Tesla Model 3, together with the associated debt, and should have express authority to sell the vehicle and apply the proceeds to that debt.

Personal Property, Accounts, and Debts

45. Each party should be awarded the personal property currently in that party's possession, except as set out below.

46. Mother should return to Father the personal property belonging to Father and to Father's son that remains in the truck, together with the key to the Utah Residence, within 30 days after entry of the decree.

47. Each party should be awarded the property that party owned solely before the marriage, except where that award would conflict with Utah law.

48. Each party should be awarded the bank, financial, investment, and retirement accounts held in that party's individual name, free of any claim by the other party.

49. Each party should be responsible for the unsecured debts in that party's own name and should indemnify and hold the other party harmless on those debts.

50. Any debt associated with an item of property should be assumed by the party awarded that property.

Tax Matters

51. Father should be awarded the entirety of the parties' 2025 federal and state income tax refund, to be applied toward bringing the mortgage on the Utah Residence current.

52. The parties shall divide the parties' 2026 federal and state income tax refund proportional to each party's income and withholdings.

53. Tax credits applied toward the solar loan associated with the North Carolina Residence shall follow the residence.

54. The parties shall be ordered to execute any document reasonably necessary to receive and distribute any tax refunds.

55. Father should be entitled to claim the minor child as a dependent for the 2025 and 2026 tax years.

Parentage of Any Child Born to Mother

56. The parties agree that any child born to Mother within 300 days after entry of the decree, was not conceived with Father, and Father is not the biological or legal father of any such child.

Attorney Fees and Costs

57. Each party should bear that party's own attorney fees and costs incurred in this action.

DATED this 29th day of July 2026.

FOX LAW UTAH, PLLC

/s/ Andrew Fox

Andrew Fox

Attorney for Joel Huber

Stipulated and Approved:

/s/ Ashley Huber

Ashley Huber

*signed with permission received
via email on July 29, 2026