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Attorney for Petitioner

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

In the Matter of the Marriage of,

ASHLEY LYNN FOSTER,

Petitioner,

and

JAMES CODY FOSTER,

Respondent.

This is a private document – Tier 4

DECREE OF DIVORCE

Case No.: 254905525

Judge: James Gardner

Commissioner: Kim Luhn

The parties attended mediation on April 14, 2026, with mediator, Tamara Fackrell. The Petitioner was present and represented by her attorney, Stacey Schmidt. The Respondent was present and represented by his attorney, James McGarvey. The parties came to a final written settlement agreement resolving all issues of their divorce which was filed with the Court. It has been more than 30 days since the filing of this divorce action and the mandatory waiting period has expired. The Court having accepted the parties' Stipulation, having reviewed the file herein and entered it Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDRED, ADJUDGED, & DECREED

1. Residency. The Petitioner is a bona fide resident of Salt Lake County, State of Utah, and

has been for three months immediately prior to the filing of this action.

2. **Marriage Statistics.** The parties were married on or about September 24, 2011 in Salt Lake City, Utah, United States and are presently married.

3. **Grounds.** The parties are granted a divorce based upon irreconcilable differences making the continuation of their marriage impossible.

4. **Children.** The parties have the following children.

Name:	Date of Birth
I.G.F.	January 2016
S.R.F.	January 2018
Z.N.F.	December 2011

PARENTING PLAN

5. **Custody/Parent time.** The parties are awarded joint physical and legal custody of their minor children with Mother being designated as the primary and residential parent. Parent-time with the 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 beginning April 16, 2026, and rotating thereafter:

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

a. The Father's alternating weekend shall extend Thursday after school (or 9 a.m. if school is not in session) until Monday morning with the exchange at school (or 9 a.m. when school is not in session.)

b. On weeks when the Father does not have the children on the weekend, he shall have Thursday after school (or 9 a.m. when school is not in session) until Friday morning the exchange at school (or 9 a.m. when school is not in session).

c. Father shall ensure that he (or another trusted family member or adult known to Mother) deliver and pick up the children from their schools during his parent-time.

d. Summer-time: The Father shall receive up to four weeks when school is not in session at the option of the Father, including weekends normally exercised by the Mother, but not holidays; two weeks shall be uninterrupted time for the Father; and the remaining two weeks shall be subject to parent-time for the Mother for weekday parent-time on Wednesday from 9 a.m. until 8:30 p.m. but not weekends, except for a holiday to be exercised by the other parent. The Mother shall also have two uninterrupted weeks in the summer.

e. Each parent shall ensure that the children each have their own beds and appropriate bedrooms to sleep in while in their respective care. Children that are not the same gender or step children shall not share a bedroom.

f. Each parent shall provide their current home address where the children will be staying during their parent-time. The full names of any additional adults residing in the home shall be provided to the other parent.

6. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1 each year for first option parent and May 15 for second option parent. The Father shall have first choice of extended time in odd numbered years and the Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

7. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the

holidays will be according to Utah Code §81-9-303 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	Juneteenth: (1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Mother	Father	July 4th 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	Columbus Day after school on day before holiday to the day after the holiday with the exchange at school
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Mother	Father	Veteran's Day after school on day before holiday to the day after the holiday with the exchange at school
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	First Half of Winter Break , including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	Second Half of Winter Break , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The day before or after child's birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 9 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with the exchange at school

8. Legal Custody. The parties shall have joint legal custody. Both parties will have access

to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the parties will mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

a. Medical.

- i. The parties will continue to use their current pediatrician as the pediatrician for the children and specialists that their pediatrician recommend, when needed. The parents shall make decisions mutually regarding the children's medical care. If the parties cannot come to an agreement, Mother shall make the final decision, subject to Father's right to Court intervention.
- ii. The parties will use their current dentist as the dentist for the children and specialists that their dentist recommends, when needed. The parents shall make decisions mutually regarding the children's dental care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending dentist.
- iii. Emergency and sick care shall be attended to by the parent who is exercising the parent time. The parent shall notify the other parent within

30 minutes of scheduling for emergency or same day care. The parent shall notify the other parent within 24 hours of scheduling for any regular medical or dental appointment so that each party may be able to attend the appointment if possible.

b. Separate Accounts. According to Utah Code §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

c. Educational Plan. The children shall continue to attend school in the Jordan School District, unless otherwise mutually agreed upon by the parties in writing. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

d. Changing Parent-Time. There shall be no changes to the parent-time schedules as designated herein, unless the parent with the parent-time makes an agreement in writing. The parents shall not talk to the children about any change in parent-time prior to a written agreement between the parties of the change.

9. Relocation. If either party moves more than 150 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code §81-9-209.)

10. Communication. The parties will discuss all parenting concerns by text or e-mail at any time needed and will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

11. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the

form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

12. Travel. When the children travel with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

- a. An itinerary of travel dates;
- b. Destination;
- 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. Both parties shall have unfettered access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

13. Change of Information. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

14. Notification of Children's Events. 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 school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be

involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

15. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

16. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest

b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

c. The parties will not use their children to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any children's activity.

d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or

otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

f. 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.

17. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

18. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agreed, however, that either of the parties may seek emergency relief from the court in the future shall an emergency arise which would make formal negotiation not practical.

19. 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 receiving 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 extra-curricular 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 shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the Calendar within 24 hours of receiving the calendar or any change.

20. 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 agreed this does not include private school tuition. 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 shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

21. Transportation for the Children. The parties will utilize school-to-school exchanges when school is in session. Both parents will ensure the children are delivered to and from school on time during their parent-time. If school to school exchanges are not possible because school is not in session, the receiving parent will provide the transportation from the other parent's residence unless otherwise mutually agreed upon. If exchanges occur at the residence, each party

will be respectful. At the option of either parent, they can move to a curbside exchange at the residence. If a parent is exercising a mid-week with an early return the same day, the parent exercising parent-time will provide all of the transportation.

22. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the other parent is aware of the identity of the individual, and the receiving parent will be with the children by 7 p.m.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

23. Child Support. Child Support shall be calculated as according to Utah Code §81-6-201 et seq. The Mother's gross monthly imputed income is \$4,166 per month. The Father's imputed gross monthly income is \$8,000 per month. (The parties anticipate that Father shall be receiving disability and this shall not impact his imputed gross income.) The Mother has 220 overnights and the Father has 145 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. The Father's child support obligation shall be \$1,037 per month. Child support shall commence the month after the home sells. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (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. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

24. Interim Support. Until the end of the month that the home is sold, both parties will put all of their paychecks and earnings into the joint account and pay for items that are reasonable as they have historically done, including but not limited to mortgage, credit card, loan and utilities.

Upon the month end of the home closing, all funds in their joint accounts shall be divided equally and the parties shall cooperate to separate, remove their names and/or close any joint accounts. If there is any spending that is not historical, the party who made the charge shall pay for it out of their own individual funds.

25. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with Utah Code §81-6-208.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all

reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

26. Childcare Expenses. The parties shall adopt Utah Code §81-9-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children.

27. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor children as follows:

a. While there are three minor children, the parties will alternate the dependency exemption/tax credit for the minor children. The Mother will claim 2 oldest children in odd-numbered tax years and the oldest child for even-numbered tax years and the Father will claim 2 youngest children in even-numbered years and youngest child for odd-numbered tax years.

b. While there are two minor children, the parties will each receive one child as a dependency exemption/tax credit. Mother will claim the oldest child and Father will claim the youngest child.

c. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and the Father will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

d. The Father is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of the applicable tax year.

28. Taxes. The parties will file joint tax returns for 2025. The parties will equally share any tax refund or tax liability.

29. Property Settlement. The Father shall pay Mother a property settlement of \$5,234 in conjunction with the sale of the home as designated herein.

30. Real Property. The parties acquired real property during their marriage, located at: 7344 South 1500 West, West Jordan, UT 84084. The parties are selling their home for a reasonable

market value price and shall split equally any proceeds from the home. Both parties are awarded use of the home until it sells and Father shall be entitled use of the home during his parent-time schedule. Mortgage and utility payments will be paid in the joint account as they have historically done. The parties agreed to immediately put the home for sale with, Josh Meidell, a mutually agreed upon Real Estate Agent. The parties shall follow the advice of the Real Estate Agent. Upon the sale of the home at a reasonable market value price, the proceeds of the home shall be distributed as follows:

- i. First, the parties shall pay the cost of sale;
- ii. Second, the mortgage shall be paid;
- iii. Third the debts designated herein will be paid;
- iv. Fourth, the equity is equally divided between the parties;
- v. Fifth, \$5,234 shall be awarded to Mother from Father's equity portion.

31. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Corolla	Mother
Four Runner	Father

a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation within 90 days of the entry of the Decree of Divorce. After 90 days of the entry of the Decree of Divorce or as mutually agreed upon in writing otherwise, each party is

awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this stipulation.

32. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

Debt Description	Obligation of:
Personal Loan MACU Credit Card AFCU Credit Card	Paid with home proceeds
Other debts in Mother's name	Mother
Other debts in Father's name	Father

a. Accumulation of Debt. Neither party will incur any additional liability on joint credit cards.

b. Other Debts. The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Shall other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. 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.

33. Checking and Saving Accounts. All monies in the savings and checking accounts will be split equally as of the date of division.

34. Retirement Accounts. Each party is awarded the retirement accounts in their own respective name and will waive all claim to the other party's retirement so long as Father receives his military disability. If he does not receive his military disability and is still entitled to his military retirement benefits (excluding his TSP), Mother shall still be entitled to her ½ spousal share accrued from the date of the marriage until the date of the Decree of Divorce in accordance with DFAS regulations.

35. Name. Ashley will have the option of restoring her name to Ashley Lynn Ordonez.

36. Alimony. The Father shall pay Mother \$413 per month for a term of 7.5 years unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Equal payments will be made on the 5th and the 20th of each month. Alimony will commence on the month after the home is sold.

37. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

38. Divorce Education. The parties have both taken the required Divorce Education Class and Divorce Orientation Class.

39. Full Disclosure. The parties represent that each has provided a complete accurate and current disclosure of all income, assets, and liabilities. Both parties acknowledged any failure to provide complete disclosures may constitute perjury. The property referred to in their

agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

40. Attorney's Fees and Costs. Each party shall assume his or her own costs and attorney's fees incurred in this action.

41. Final Stipulation. The terms herein represent an entire and complete resolution of the parties' Divorce action. No prior or contemporaneous oral or written agreements or matters outside of the terms herein should have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the terms herein are fair and reasonable. There are no questions or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated herein.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED
BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

Approved as to Form:

_____ Dated: _____
JAMES MCGARVEY
Attorney for Respondent

RULE 7 NOTICE

In accordance with Utah Rules of Civil Procedure Rule 7 any Objections to the Form of the Decree shall be filed within 7 calendar days of being served with the proposed Decree. Thereafter the Decree will be submitted to the Court for signature.

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of August, 2026, I caused a true and correct copy of the foregoing ***Decree of Divorce*** to be served upon the following as indicated below.

VIA E-MAIL:

JAMES MCGARVEY
Attorney and E-Filer for Respondent
Email: jmcgarvey@lawofficeofjpm.com

THE SCHMIDT LAW FIRM, PLLC

/s/ Kassy L. Barrett

KASSY L. BARRETT
Paralegal for Stacey G. Schmidt