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Attorney for Petitioner Aimee Michele Jager

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

**IN THE MATTER OF THE MARRIAGE
OF:**

AIMEE MICHELE JAGER,
PETITIONER / COUNTER RESPONDENT,

AND,

THOMAS ALAN JAGER,
RESPONDENT / COUNTER PETITIONER.

DECREE OF DIVORCE

Civil No. 254901084

Judge Charles Stormont
Commissioner Michelle Blomquist

COMES NOW BEFORE THE COURT, Petitioner Aimee Michele Jager, (“Petitioner” or “Aimee”) and Respondent Thomas Alan Jager (“Respondent” or “Tom”) and collectively hereinafter the “Parties,” who are the Parties to the above-entitled divorce case. The Parties hereto with their respective attorneys, Christian W. Clinger, for the Petitioner, and Jake Hinkins, for the Respondent, negotiated a Stipulation and Settlement Agreement that the Parties signed and filed with the Court.

The Court, after reviewing all pleadings in this case, and having signed and entered the Findings of Fact and Conclusions of Law, now issues the following Decree of Divorce.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

Petitioner Aimee Michele Jager, (“Petitioner” or “Aimee”) and Respondent Thomas Alan

Jager (“Respondent” or “Tom”) are the Parties to the above-entitled action. The Parties mutually agree and entered into a Stipulation, Settlement Agreement, and certain proposed paragraphs for a Parenting Plan. Due to Tom’s current incarceration, the final Parenting Plan shall be negotiated and written upon Tom’s release from prison and applying the statutes, rules, terms and conditions at the time of his release.

Each Party has been advised of the Stipulation and the Findings of Fact and Conclusions of Law and their application. The Court orders as follows:

The Stipulation and Settlement Agreement (hereinafter collectively “Settlement Agreement”), was executed in contemplation of a continuing and permanent separation and divorce.

1. The above-named Parties specifically stipulated and acknowledged that personal service of Aimee’s Verified Petition for Divorce and Summons, Tom’s Verified Counter Petition for Divorce and their respective Answers to each have been made upon each other and filed with the Court. Both Parties have received a copy of the Settlement Agreement.

2. The acknowledgments and stipulations reached by the Parties in the new May 20, 2026, Settlement Agreement were dependent upon and made in contemplation of the Parties agreeing to and executing the Settlement Agreement. Upon signing the Settlement Agreement, the terms thereof are to be incorporated into these Findings of Fact and Conclusions of Law and the proposed Decree of Divorce.

3. The Settlement Agreement shall not be deemed a condonation by either Party of the act or acts claimed by either Party to have caused the difference leading to the Parties’ separation and divorce.

4. No modification or waiver of any of the terms shall be valid unless in writing and signed by the Parties hereto. No waiver of any subsequent breach or default hereunder shall be deemed a waiver of the same or similar nature.

5. Each Party hereby has specifically agreed to cooperate with the other, through counsel or otherwise, to effect changes in titles vehicles, titles to property, insurance policies, bank accounts, any financial institution account, credit card accounts, retirement accounts if applicable, and any other account or types of property with titles to be divided hereunder, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every way necessary or proper to ensure that the Settlement Agreement entered into is carried out in every detail.

6. The Parties agreed that the Settlement Agreement is a complete settlement of all rights, duties, and or obligations either Party may have in the other's property whether presently existing or hereafter acquired.

8. **Residency.** Both of the Parties are actual and bona fide residents of Salt Lake County, State of Utah and have been so for three months or more immediately prior to the commencement of this action.

9. **Marriage.** Aimee and Tom entered a marital relationship on July 16, 1997, divorced in June 2002, then remarried on February 10, 2003, and Aimee and Tom are presently married.

10. **Separation.** Aimee and Tom separated February 26, 2025, and this date shall be ordered as the date of separation for calculating debts. Any debts incurred after February 26, 2025, shall be the debt of the Party who incurred such debt.

11. **Grounds.** Aimee is granted a divorce from Tom based upon their irreconcilable differences causing a breakdown of the marriage relationship. Utah Code§ 81-4-402.

12. **Children.** As a result of the marriage the Parties had born to them six (6) children, two (2) of whom are still minors or who are still in high school to wit:

a. C.R.J. (born 08/17/13)

b. O.J. (born 07/31/09)

13. The Parties are not expecting any other children.

14. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration the name and birthdate of the children will be submitted to the court on the Non-Public Information -MINORS form.

15. UCCJEA Jurisdiction. Utah has jurisdiction over custody and parent-time in this case because Utah is the home state of the children. *See* Uniform Child Custody Jurisdiction and Enforcement Act under Utah Code 78B-13-102(7).

16. Rule 100 Information. Pursuant to Utah R. Civ. P 100, the Parties state upon information and belief, that:

a. There are the following proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the children which have been filed, or are pending, or have been completed with an order.

i. A Temporary Protective Order (Case #254901023), was issued by Judge Elizabeth A.H. Ruby-Mills on the 24th of February, 2025 in the 3rd District Court of Salt Lake County.

b. The Parties are unaware of any person who is not a Party to these

proceedings who has physical custody of the children and who claims to have custody, child support, and/or parent-time or visitation rights.

CHILDREN PROVISIONS

17. **Legal Custody.** It is in the best interest of the children that the parties are awarded joint legal custody of the Parties' minor children. Aimee shall have final decision-making authority regarding health, welfare, education and schooling of the minor children, during Tom's incarceration. While Tom is incarcerated, Aimee will update Tom through Aimee Smith, of important and major decisions being made in the lives of the children. Once Tom is released, Aimee Jager will communicate with Tom directly in a manner that does not violate any other orders between these parties.

18. **Physical Custody.** Aimee is awarded sole physical custody of the minor Children while Tom is incarcerated. When Tom is released from incarceration, the parties will revisit physical custody and parent time, with the advice of the family systems therapist. Once Tom is released, the family will engage a family systems therapist for reunification services at Tom's expense, and the parties will follow the recommendations of the therapist.

18.a. Tom shall pay his 50% portion for the fees owed to the 2025 Private Guardian Ad Litem directly to the guardian.

19. Parent Time During Incarceration:

a. While Tom is incarcerated, Tom may have one virtual visit per week with the children if the children so choose, to be scheduled according to the prison procedures.

b. Tom may also be entitled to one in-person visit per quarter (every 3 months) facilitated by Aimee, if the children so choose. Aimee agrees not to block their phones so they can receive a call from Tom if they want to speak to him.

c. Aimee will take a “coparenting with an incarcerated parent” class within 90 days of the May 20, 2026, Settlement Agreement.

d. Aimee agrees not to interfere or discourage the children from cooperating with virtual or in-person parent time, but will encourage the children to engage in virtual and in-person parent time with Tom.

e. Tom may have reasonable quarterly mail privileges with the minor children by sending it to Aimee Smith, and then Aimee Smith shall contact Aimee Jager, and Aimee Jager will pick up such from Aimee Smith. Aimee Jager will only be required to pick up the mail quarterly, unless she agrees to pick it up more regularly. This strict procedure of Tom mailing to the children will not be a violation of the protective order (and the parties will modify the protective order, if necessary, to make sure this is clearly not a violation).

20. A Parenting Plan shall be negotiated and entered by the Court upon Tom’s release from prison parent time will be consistent with the family system reunification therapy as noted above. The following additional provisions shall be included in the Parenting Plan when completed upon Tom’s release:

a. **Drug/Alcohol Restriction.** Neither Parties should use illegal drugs, misuse or abusing prescription medication, or otherwise be intoxicated beyond the legal driving limit during or immediately prior to their parent-time. Neither Party should allow the children to be in the presence of third Party under the influence of or otherwise using illegal drugs, misusing or

abusing prescription medication or being intoxicated beyond the legal driving limit.

b. Both parents shall maintain a safe and drug-free environment in their respective homes. Neither parent shall use, possess, or permit the use or possession of illegal drugs, controlled substances (except as lawfully prescribed), or drug paraphernalia in the presence of the child(ren) or within their respective residence. Additionally, neither parent shall allow any third Parties under their control to engage in such activities in the home. Violation of this provision may constitute a material change in circumstances and could warrant a modification of custody or parenting time.

e. **Travel Notification.** Whenever the minor children travel with either parent, out-of-state and/or away from the parent's residence for a period of an overnight or more, the traveling parent should provide the following to the other parent:

- i. An itinerary of travel dates;
- ii. Destinations;
- iii. Places where Minor Children or traveling parent can be reached, and
- iv. The name and telephone number of an available third person who would be knowledgeable of Minor Children's location.

21. **Relocation.** If either parent relocates from Salt Lake County, resulting in a distance of more than 150 miles between the Parties, they agree to comply with the relocation requirements set forth in Utah Code §81-9-209.

22. **Communication.** Due to the Protective Order that is in place, communication between Aimee and Tom is suspended. Once released, the parties will use the OurFamilyWizard app to communicate about the children only and at Tom's sole expense, and in compliance with

any other criminal protective order. For a period of time, Aimee and Tom used the Our Family Wizard App for communication regarding the children and parent-time. Aimee paid her 50% portion for the Our Family Wizard App. Tom shall reimburse Aimee for her payment of Tom's 50% portion for the Our Family Wizard App in the amount of \$115.83. If there is any equity from the sale of the marital residence, Aimee shall be paid any Tom's unpaid \$115.83 of the Our Family Wizard debt from Tom's equity portion. If there is no equity, then the amount owed by Tom shall be reduced to a judgment payable upon Tom's release from prison.

23. Effective March 1, 2026, child support shall accrue at \$30 per month until Tom is released from prison. If there is any equity from the sale of the marital residence, Aimee shall be paid any unpaid child support from Tom's equity portion. If there is no equity, then the amount owed by Tom shall be reduced to a judgment payable upon Tom's release from prison. Upon Tom's release from prison, child support shall be recalculated based on the Parties' respective incomes at the time of release, and in compliance with the Utah Uniform Child Support Guidelines

24. The monthly child support shall be paid via electronic payment one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, through the Utah Office of Recovery Services to collect child support and alimony. Tom shall be responsible for payment of all fees associated with Utah Office of Recovery Services to collect child support and alimony.

25. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

26. Child support for each child should terminate at the time (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code.

27. Child support shall commence on the day of filing of the Petition for Divorce and the Court and or the Office of Recovery Services shall enter orders regarding outstanding arrearages.

27.a. The parties stipulate and agree that Tom owes \$80,562 in unpaid child support and alimony up to the date of the May 20, 2026, Stipulation, which settles and resolves any and all outstanding arrearage amounts. This amount will be paid in the settlement of the house from Tom's portion, and if there are insufficient funds, a judgment will issue for the remaining support amounts.

MEDICAL AND OTHER EXPENSES/CREDITS

28. Division of Accounts. Pursuant to Utah Code§ 15-4-6.7, each Party will elect for dental, medical, including optometrists, and school expenses to be created in separate billing accounts.

29. Health Insurance/Expenses. Due to Tom's current incarceration, Aimee shall maintain Health Insurance for the Parties' minor children. If upon Tom's release from prison, and both Aimee and Tom are able to obtain Health Insurance for the remaining minor child, then the Party who can obtain the best coverage at the most reasonable cost should obtain health, hospital and dental insurance for the health expenses of the minor child in accordance with Utah Code Ann. §81-6-208.

30. Aimee and Tom shall equally share the out-of-pocket costs of an insurance premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child(ren) should 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. Any amount accrued for Tom's portion of out of pocket medical expenses during his incarceration, shall be reduced to a judgment and payable upon his release from prison.

31. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium.

32. Each parent shall share equally all reasonable and necessary uninsured health expenses, including but not limited to medical, dental or orthodontic, eye care, counseling, prescriptions, deductibles, and copayments, incurred for a dependent child and actually paid by the parents. Tom's unpaid portion of out of pocket medical expenses shall be reduced to a judgment payable by Tom upon his release from prison.

33. If neither Party is able to secure said insurance at a reasonable cost, each Party should be responsible for the payment of one-half of all reasonable and necessary expenses for the minor child(ren) as indicated.

34. The parent who incurs health care related expenses for a child shall provide written verification of the cost and payment of said expenses to the other parent within thirty (30) days of payment. The other parent will remit payment within thirty (30) days of receipt of the verification. In addition to any other sanctions provided by the court, a parent incurring medical

expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide verification.

35. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Aimee should be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Tom should be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent should be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child.

36. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, upon initial enrollment of the dependent children, and after initial enrollment on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

37. Child or Children's Therapy. To the extent that one of the Parties' children need to attend therapy, Tom shall be responsible for any out-of-pocket costs associated with the minor children's therapy as it is needed. Because Tom is currently incarcerated, any amount owed for therapy shall be reduced to a judgment payable by Tom upon his release from prison.

38. Childcare Expenses. In light of the age of the children, no childcare cost is needed. Each Party shall be responsible for their own care costs to the extent any is needed.

39. Children Car Expenses. The Parties shall share equally the costs associated with the minor children's car(s), including but not limited to registration, insurance, driver's ed, license, inspection, and necessary repairs. Any and all amounts paid by Aimee during Tom's incarceration shall be reduced to a judgment payable by Tom upon his release from prison.

40. Extracurricular Activities. The Parties shall equally share the cost of extracurricular activities that they mutually agree upon in writing.

a. Any activities or extracurricular activities a child participated in during the marriage (dance, drill, track, football and basketball) shall be deemed to be agreed upon.

b. Each child should be entitled to be enrolled in at least one activity at any given time, with the Parties sharing equally on that cost.

c. Should a Party not be able to afford the ongoing costs of extracurricular activities, they may provide notice to the other parent at least thirty (30) days prior to the child's next season/billing cycle for the activity.

d. The Party incurring the costs should 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 should be reimbursed by the other Party within thirty (30) days of receiving the verification of incurred expenses. Any and all amounts for extracurricular activities paid by Aimee during Tom's incarceration shall be reduced to a judgment payable by Tom upon his release from prison.

41. School Expenses. The Parties shall share the costs of schooling, including necessary school supplies, school fees, and school lunches as follows: Aimee should be

responsible for 50% and Tom should be responsible for 50%. Any and all amounts paid by Aimee during Tom's incarceration for school expenses shall be reduced to a judgment payable by Tom upon his release from prison.

42. Children Tax Credit/Exemption. For state and federal tax purposes, all minor children shall be claimed as dependents on Aimee's tax returns. Tom shall not claim any of the minor children as dependents unless otherwise agreed to in writing by both Parties or ordered by the Court.

DIVISION OF ASSETS AND LIABILITIES

43. Separate and Premarital Property. Each Party should be awarded their separate and premarital property, including property or monies in their possession at the time of marriage or received from inheritance, or gift unless stated otherwise herein.

44. Personal Property. During the course of the marriage the Parties acquired personal property. The personal property acquired during the marriage should be divided equitably between the Parties. The Parties should duplicate any desired family pictures and videos so that each Party should be entitled to a copy. The Parties should share the costs of duplications equally. Tom is entitled to any of his personal effects, clothing, or memorabilia if any such objects are still in the marital home.

45. Vehicles. During the course of the marriage, the Parties obtained interest or ownership of certain vehicles.

a. On or about September 17, 2025, Aimee voluntary surrendered prior to repossession the Parties' Ford Expedition to Mountain America Credit Union who held

the car loan on said vehicle. Tom shall be solely responsible for any deficiency amounts owed on the Expedition.

b. On or about October 7, 2025, Aimee voluntarily surrendered prior to repossession the Parties' Toyota 4-Runner to Cyprus Credit Union who held the car loan on said vehicle. Tom shall be responsible for any deficiency amounts owed on the Toyota 4-Runner.

c. On or about January 29, 2026, the Parties' Kia Sportage that their son was driving for college was repossessed in St. George, Utah. Tom shall be responsible for any deficiency amounts owed on that Kia Sportage.

d. Aimee shall be awarded the Parties' Audi Q7, which was paid for in full during the course of the marriage. The Parties' children use the Audi for transportation to and from school.

e. Aimee was gifted a 2023 Ford Edge. The gifted vehicle was given to Aimee during Tom's incarceration. Said 2023 Ford Edge shall be awarded solely to Aimee without any claim to it by Tom, and she is personally responsible for all payments, maintenance, and car insurance for said vehicle.

f. The Parties purchased a boat (\$10,000 value) and golf cart (\$5,000 value) during the marriage. The boat and golf cart shall be awarded solely to Aimee, which she may sell and half the funds received shall be credited toward the debt that Tom owes Aimee for child support and alimony. If she does not sell these items, then half of the values of these items will be credited against Tom's support obligations.

46. Aimee and Tom shall remove each other's name from any loan, insurance, and or title from each vehicle, if it has not already by done so.

47. Dogs. During the course of marriage, the Parties obtained an interest in two dogs. One of the dogs passed away during the course of these divorce proceedings. Aimee should be awarded the remaining dog.

48. Real Property. During the course of the marriage, the Parties obtained interests in Real property, including the Parties' marital home in South Jordan, Utah. Aimee should be awarded sole possession and control of the home including the right to immediately sell the home. Both parties will comply with all reasonable requests made by the sales agent in the marketing and sale of the home. The equity proceeds from the sale of the martial real property shall be distributed to Aimee and Tom upon the following conditions:

- a. First, the first and second mortgages shall be paid off;
- b. Second, all closing costs and agent commissions;
- c. Third, Payment for past taxes (About \$2,627);
- d. If there are any remaining funds, such funds will be divided equally between the parties, subject to the payment of certain payments in the Stipulation and Settlement Agreement and below:

- i. From Tom's portion he will payoff: (1) the lien of his attorneys, and any properly filed liens against the home for which he is responsible; (2) Restitution owed to Aimee (\$5,500); (3) as much of the child support and alimony arrearage as he has funds for (\$80,562) if there is not sufficient for a complete payoff, the remainder will be reduced to a

judgement); (4) any other amounts owed to Aimee herein; and (5) any remainder to Tom;

ii. From Aimee's portion: (1) Aimee will pay her attorney fees lien, and any properly filed liens against the home for which she is responsible, and (2) any remaining awarded to her.

49. **Accounts.** During the course of the marriage the Parties obtained interest in certain checking, savings, or other financial accounts. The Parties should be awarded an equitable share of the marital funds in these accounts. Any accounts jointly held by the Parties should have the funds equitably divided and then closed.

50. **Retirement:** Tom has a 401k account that is now believed to have been transferred to Zions Bank account ending in **5184. This account had a value previously on November 28, 2025 of \$13,710.41. Aimee shall be awarded one-half of Tom's 401(k) account valued as of the date of the divorce (plus or minus gains and losses until the date of distribution), which shall be divided pursuant to a QDRO, (if necessary) which shall be initiated and paid for by Tom. Tom will be solely responsible for any loans on the account, if still unpaid. Tom warrants that he has not made any withdrawals from this account since separation. Aimee does not have any retirement accounts.

51. **Debts and Obligations.** During the marriage, the Parties acquired marital debts and obligations. The Parties' debts and obligations known by each Party at the time of separation should be equitably divided.

a. Post-Separation Debt: The Parties should be responsible for any respective individual post-separation debts that are incurred.

- b. Accumulation of Debt: Neither Party will incur any additional liability on joint credit cards or lines of credit.
- c. Other Debts: Should other joint debts be discovered after entry of a Decree, it is just and proper that the person responsible for incurring the debt should be responsible for paying it.
- d. Hold Harmless: Furthermore, the Parties should hold the other harmless in the event of their refusal in payment of any joint obligation awarded to them.
- e. Notification to Creditors: The Parties should notify any respective creditors or obligees, regarding the division of debts, obligations, or liabilities and regarding the Parties' separate, current addresses.

f. Prior to Tom's incarceration, he unlawfully withdrew \$5,000.00 from Aimee's account. Tom shall be ordered to pay Aimee the \$5,000.00, first from his equity portion of the house if there is any equity, and if there is not any equity, then a judgment shall be entered against Tom in the amount of \$5,000.00 payable upon Tom's release from prison.

52. **Retirement and Other Investment.** Any other retirement account not previously described herein that Tom may have shall be awarded to Aimee as he stipulated to at the February 23, 2026, hearing. If accounts are discovered and Aimee is awarded the funds, Tom will receive a credit for one-half of any amounts actually received by Aimee against his support obligations.

53. **Business Interests.** Tom should be awarded the following entities along with all interests, bank accounts, property, debts, and liabilities:

- a. Mountain Football Nonprofit.

b. Utah Pool Kings LLC/DBA Jae Pools

c. Aimee shall have no personal or financial liability for any and all of Tom's businesses.

54. Tom shall hold Aimee harmless from any and all liabilities associated with any of these businesses.

56. **Life Insurance.** Upon Tom's release from prison, Tom shall maintain a term life insurance policy on his life with a minimum coverage amount of \$1,000,000 (or as much as he can obtain up to \$1,000,000). The beneficiary of the policy shall be a trust established for the children as sole beneficiaries of the trust. Tom will pay for the establishment of the trust and provide evidence that he has done so within 90 days of his release from prison. This policy should be maintained until Tom's child support or alimony obligation to Aimee have terminated pursuant to the terms of the Decree.

Aimee shall be entitled to request verification that the life insurance policy is being properly maintained. Upon such request, Tom shall provide verification to Aimee within seven (7) days.

57. **Alimony.** Aimee has a need for alimony, but Tom does not have the ability to pay alimony while he is incarcerated. As such, no alimony is awarded while Tom is incarcerated. After Tom is released and employed again, alimony shall be revisited. Any alimony arrearages shall be dealt with as described herein above.

1. MISCELLANEOUS PROVISIONS

58. **Mutual Restraining Orders.** The Parties should be restrained from taking any action that would interfere with the children's relationship with the other parent and are to make

best efforts to shield the children from the ongoing conflict. The Parties should be restrained from disparaging the other Party to or in the presence of the child and are to instruct third-Parties to also be so restrained. The Parties should be restrained from discussing this legal action or any issues relating to this matter, with or in the presence of the child and are to instruct third-Parties to also be so restrained. The Parties should refrain from using the children as messengers. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

59. The Parties should be permanently restrained from harassing, harming, bothering, annoying, stalking, threatening, committing violence or attempting to harass, bother, annoy, stalk threaten or commit violence to the other. Said methods of harassment include, but are not limited to, excessive unsolicited telephone calls, excessive electronic contact through e-mails, texts, etc., and unplanned visits at the other's place of residence.

60. Aimee and Tom are restrained from using each other's names and/or social security numbers to obtain any debt.

61. Mandatory Classes. Aimee and Tom were each informed of the Mandatory Divorce and Education class pursuant to Utah Code Ann. §81-9-103 and §81-4-105. Aimee completed both classes, and her two certificates of attendance are on file with the Court. Tom has not completed either class. However, not to delay the entry of the Decree of Divorce, and due to the fact that Tom is incarcerated without the ability to earn income to pay for the costs of the two classes, Tom's requirements to complete the two classes are waived.

62. Each Party should be ordered to execute and deliver to the other Party any documents necessary to implement the provisions of the Decree of Divorce entered by the court. The Parties

shall notify all creditors of the Decree of Divorce when finalized. Should a Party fail to execute any document after the entry of the Decree of Divorce, the other Party may bring an action at the expense of the disobedient Party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient Party.

63. The Parties respectively acknowledge that each has been informed of his or her right to legal counsel. Each Party has had either legal advice by counsel of his or her own selection or has knowingly waived the right to such legal advice. Tom acknowledges that the Clinger Law Firm, LLC and attorney Christian W. Clinger represents Aimee, and said law firm has not provided legal advice to Tom. Aimee acknowledges that Anderson Hinkins, LLC and attorneys Jake Hinkins and Taylor Broadhead represent Tom, and said law firm has not provided legal advice to Aimee.

64. If the Parties agree on their own in writing to modify the Decree of Divorce if

needed in the future then they are not required to first attempt mediation. If the Parties cannot agree on their own in modifying the Decree of Divorce, then they may first attempt mediation prior to pursuing modification proceedings with the Court. If the Parties mediate, the Parties shall use a Court qualified mediator from the Court's Roster of Mediators.

65. The Parties represent and acknowledge that the Settlement Agreement is a full

and final settlement of any and all claims that may exist between and against each other through the date of the signing of this agreement, including but not limited to financial or personal.

66. The Parties shall each pay and bear their own costs and attorney's fees incurred

by them in this matter.

67. The Settlement Agreement was voluntarily and knowingly entered into by

the Parties. The Settlement Agreement is signed as a completely voluntary act by each of the Parties.

68. None of the Parties is under the influence of any drugs, alcohol, illness, mental

or physical infirmity, substance or other factor that impairs or compromises their ability to make a sound decision concerning the matters set forth in the Settlement Agreement and each represented that they are competent to enter into the Settlement Agreement.

69. There are no other promises, side agreements or private understandings have

been made to or between the Parties that are not contained in the Settlement

Agreement, the Settlement Agreement thus constituting the full and complete terms of their agreements.

70. None of the Parties is acting under any threat, force, intimidation, coercion or

other influence that has caused them in any way whatsoever to enter into the Settlement Agreement against the will of any Party.

71. Each of the Parties has had the opportunity to consult with their respective

attorney about the issues and other matters involved in the Settlement Agreement.

72. Each of the Parties fully understands that agreeing to the terms of the

Settlement Agreement, and the signing of the Settlement Agreement, is purely a voluntary act, and is signed with each Party believing the Settlement Agreement to be fair and just under the circumstances, each Party being fully aware that they have the right to have a court decide the issues existing between the Parties.

73. Aimee may have her maiden name of Coon restored to her, and the

Decree of Divorce shall be legal authorization to do so without further Court action.

74. The Parties are mutually restrained from the following:

a. using the other Party's name, likeness, image, or identification to get credit,

open an account for service or obtain a service

b. canceling or interfering with telephone, utility, or other services used by the other Party.

75. Neither Party shall in the presence or hearing of the children:

- a. demean or disparage (talk badly about) the other Party;
- b. attempt to influence the children's preference regarding custody or parent time; or
- c. say or do anything that would negatively affect the love and affection of the children for the other Party or involve the children in the issues of the petition.
- d. Make parent time arrangements through the minor children.

76. When the children are under a Party's care, that Party must use best efforts to prevent others from doing anything described above, and if necessary remove the

children from the situation.

In accordance with Rule 10(e) of the Utah Rules of Civil Procedure, the official signature of the Court for this Order will be digitally affixed to the top of the first page.

Rule 7(j)(4) and Rule 7(j)(5) Notice

Rule 7(j)(4) and Rule 7(j)(5)

(4) Objecting to a proposed order. A party may object to the form of the proposed order by filing an objection within 7 days after the order is served.

(5) Filing proposed order. The party preparing a proposed order must file it:

(A) after all other parties have approved the form of the order (The party preparing the proposed order must indicate the means by which approval was received: in person; by telephone; by signature; by email; etc.);

(B) after the time to object to the form of the order has expired (The party preparing the proposed order must also file a certificate of service of the proposed order.); or

(C) within 7 days after a party has objected to the form of the order (The party preparing the proposed order may also file a response to the objection.).

Approved for Form and Content:

DATED: July 27, 2026

/s/ Christian W. Clinger, Esq. _____
Christian W. Clinger
Attorney for Petitioner Aimee Jager / Counter
Respondent

DATED: August 25, 2026

/s/ Jake Hinkins, Esq. _____
Jake Hinkins, Esq., Attorney for Respondent /
Counter Petitioner
Signed with written permission

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the proposed Findings of Fact and Conclusions of Law and the proposed Decree of Divorce were served again to the following on August 14, 2026:

Respondent Thomas A. Jager's attorneys:
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Dated: August 14, 2026

/s/ Christian W. Clinger, Esq.
Christian W. Clinger, Esq.
Clinger Law Firm, LLC
Attorney for Petitioner Aimee M. Jager

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