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

In the Matter of Marriage of:

THEODORE POCHMARA,

Petitioner,

and

JESSICA POCHMARA,

Respondent.

DECREE OF DIVORCE

Case No. 254900825 DA

JUDGE JAMES GARDNER
COMMISSIONER RENEE BLOCHER

Discovery Tier 4

The Court, having entered its *Findings of Fact and Conclusions of Law*, now hereby
ORDERS, ADJUDGES, and DECREES as follows:

DISSOLUTION OF MARRIAGE

1. The parties are hereby awarded a *Decree of Divorce*, forever dissolving the bonds of matrimony heretofore existing between them, to become final upon signature and entry of this *Decree of Divorce*.

CUSTODY AND PARENT-TIME

2. Legal Custody. The parties are awarded joint legal custody of their minor children.

3. Physical Custody and Parent-Time. The parties are awarded joint physical custody of their minor children with parent-time continuing as the parties have been exercising it since separation. Specifically, the standard parent-time rotation shall be as mutually agreed upon by the parties, provided that if they cannot otherwise mutually agree, then:

a. Ted shall have the minor children overnight every Monday, Tuesday, and Wednesday;

b. Jessica shall have the minor children overnight every Thursday and Friday; and

c. The parties shall alternate having the minor children overnight every other Saturday and Sunday as outlined in the following chart:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Ted	Ted	Ted	Ted	Jessica	Jessica	Jessica
Jessica	Ted	Ted	Ted	Jessica	Jessica	Ted
Ted	Ted	Ted	Ted	Jessica	Jessica	Jessica
Jessica	Ted	Ted	Ted	Jessica	Jessica	Ted

d. Parent-time exchanges shall occur at the beginning of a school day where relevant with the parent whose parent-time is ending dropping the children off at school, or at 9:00 AM on days when school is not in session.

e. If school is not in session for a given parent-time exchange, then the parent beginning parent-time shall pick up the children from the other parent unless otherwise agreed in advance.

f. Extended summer parent-time shall be pursuant to UTAH CODE § 81-9-303.

4. Holiday Parent-Time. Holiday parent-time shall be as the parents mutually agree, provided that if they do not otherwise agree, then it shall be pursuant to UTAH CODE § 81-9-303 with the exception of Winter Break, which shall be as follows, with any parent-time following the New Years Day holiday parent-time following the standard parent-time rotation:

Holiday	Holiday Time Period	Jessica	Ted
Winter Break (First Portion including Christmas Eve)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 24th at 6:00 p.m.	Odd years	Even years
Winter Break (Second Portion including Christmas Day)	Begins December 24 at 6:00 p.m. and ends December 31 at 9:00 a.m.	Even Years	Odd Years
New Year's Eve	Begins December 31 at 9:00 a.m. and ends January 1 at 9:00 a.m.	Odd Years	Even Years
New Year's Day	Begins January 1 at 9:00 a.m. and ends January 1 at 9:00 p.m.	Even Years	Odd Years

For the purpose of interpreting UTAH CODE § 81-9-303, Ted shall be the custodial parent and Jessica shall be the non-custodial parent.

5. Right of First Refusal. The parties shall abide by a 6-hour right of first refusal. This means that if one parent is unable to provide personal care for the minor children for a period of six (6) hours or more during their parent-time, then that parent shall have an affirmative duty to reach out to the other parent and offer that parent-time to the other parent if the other parent is willing and able to provide personal care for that period of time and is also willing and able to provide transportation for that parent-time.

6. Mediation. Unless otherwise mutually agreed upon by the parties, they shall

mediate in June of 2027 to revisit whether the current parent-time schedule is meeting the minor children's needs and best interests, or whether any modification to the parent-time schedule might better meet their needs and best interests.

7. Petition to Modify. If the parties are not able reach an agreement at the June 2027 mediation, then Jessica may file a petition to modify if she so chooses, and if she does, then, based on the stipulation of the parties, she shall not have to satisfy the substantial and material prong of the modification test under UTAH CODE § 81-9-208 to pursue modifying the parent-time plan contained in the *Decree of Divorce* so long as that petition to modify is filed within six (6) months of the June 2027 mediation. This does not relieve her of any other requirements to modify custody or parent-time under Utah Law. If Jessica timely files a petition to modify, then Ted shall be entitled, at his sole discretion and cost, to have a custody evaluator appointed by the Court as part of that petition to modify.

PARENTING PLAN

8. Co-Parenting. In order for both parties to maintain a positive, loving relationship with their minor children, the parties shall abide by the following:

a. The parties' working relationship as parents shall be built on trust, respect, and cooperation.

b. It is important for the minor children's emotional well-being that the parties hold each other in high esteem as parents in their conversations with the minor children. The parties shall make all reasonable efforts to ensure that extended family and third parties do the same.

c. The parties shall recognize "co-parenting" requires them to have a

business- like relationship rather than their former personal relationship. The parties shall respect the minor children's right to have a meaningful bond with each of them, with any step-parents, with grandparents, and with extended family.

d. A parent shall provide a copy and/or notice to the other parent within twenty-four (24) hours of receipt of any significant notice regarding a minor child.

e. The parties and the minor children shall be allowed and encouraged to participate in school and extra-curricular related activities, including but not limited to, parent-teacher conferences, back to school nights, festivals, field trips, school parties, parade appearances, planned activities, sporting events, school programs, etc. In that regard, both parents shall keep the other informed and shall invite the other party to attend school related events and activities and both parents shall make every effort to ensure the minor child attend the aforementioned events unless the minor child is sick or has other plans that conflict with the event.

f. Both parents shall be respectful and considerate of each other at such events. When scheduling parent-teacher conferences and similar activities, each party shall include the other party to ensure both parents can attend.

g. Neither party shall make derogatory remarks concerning the other party in the presence of the minor children, including, but not limited to work, travel, religion, personal decisions, relationships, etc.

h. Neither party shall use the minor children to relay messages to the other party or to keep "secrets" from the other party.

i. Neither party shall discuss custody, parent-time, support, or other issues in

dispute, subject to disagreement, or at issue in litigation in front of the minor children.

j. If a minor child ask probing questions about the issues in dispute, subject to disagreement, or at issue in litigation, both parties shall be ordered to tell the minor child that it is an adult matter, that both parents love the minor child very much, and that both parents made decisions they believed are in the minor child's best interest. Specific questions from a minor child shall be answered with integrity and in an age appropriate manner for the minor child. Neither party shall actively or intentionally alienate the minor children from the other parent.

k. Neither party shall blame the other party for their disagreements to or in the presence of the minor children.

l. Neither party shall question the minor children about the other party's activities, personal relationships, or how the other party spends his/her money. Each party shall be supportive and respectful of the other party in the presence of the minor children.

m. Neither party shall engage in actions that may estrange the minor children from the other party or that may impair the minor children's love or respect for the other party.

n. Neither parent should initiate or cause the designation of "father" or "mother" or their equivalents to be used by the child with reference to any person other than their natural mother and father.

o. Each party shall support the other party in his/her respective parenting role.

p. Consistent with the advisory guideline contained in UTAH CODE § 81-9-

202, the parties will make special considerations to allow the minor children to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children or in the life of either parent that may inadvertently conflict with the parent-time schedule.

9. Communications Logistics. The parties shall continue to primary communicate regarding the minor children through using Our Family Wizard. If there are emergent or very time sensitive issues, then the parties may utilize telephone, text messaging, or in-person communication if reasonably necessary, but this is not to dilute that Our Family Wizard shall be their primary method of communicating.

10. Notification of a Child's Illness. The parties shall notify one another of any illness that a minor child experiences during his or her parent-time. They shall also keep one another informed of any medications prescribed for a child, as well as any scheduled appointments with medical, dental or mental health professionals. Neither party will schedule appointments for the minor children to occur during the other parent's parent-time without the consent of that parent. Neither parent can make unilateral healthcare decisions unless it is an emergency and the parent has complied with paragraph 11.

11. Notification of Medical Emergency. In the event of a medical emergency involving the minor children, each party shall make a reasonable effort to contact and consult with the other party. Such reasonable effort shall include calling the other party's work, home, and cell phone, and leaving a message describing the emergency and location of the minor children.

12. Communication with the Minor Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor children, in the form of mail privileges, telephone communication, and virtual parent-time as may be appropriate given the age of the minor children, if the equipment is reasonably available.

13. Decision-Making. Consistent with the foregoing, Ted and Jessica shall establish ways in which they can maintain their joint responsibilities without creating friction or conflict. Significant decisions affecting their minor children shall be discussed in advance between the parties and the parties shall first make a good faith effort to reach an agreement on all major decisions together, as follows:

a. Day-to-Day. Each party should make day-to-day, routine decisions for the minor children while the minor children are in that party's household. The parent scheduling a non-emergency healthcare appointment for a minor child shall provide the other parent notice of the appointment — including the date, time, and provider — via Our Family Wizard no less than 24 hours before the appointment. Each parent has the right to attend any such appointment at their discretion.

b. Healthcare. Significant decisions affecting the minor children including those regarding major health needs, whether the minor children need counseling, psychologists, and/or the selection of medical, dental, vision, and mental health care providers shall be discussed and determined jointly by the parties. Each party shall have the affirmative obligation to list the other as an emergency contact and facilitate the other's access to all such records. If the minor children develop an ongoing medical condition or have other special healthcare concerns, the parties will assure consistency in

care by sending copies of all written medical records or instructions, including medications, with the minor children as the minor children travel between homes. The parties shall fill all prescriptions and dispense all medications to the minor children as prescribed, they shall exchange written instruction on needed care, and they shall keep and maintain whatever physical supports or enhancements the minor children may need in each parties' respective home.

c. Emergency Medical Care. In a medical emergency, either parent may seek and authorize medical treatment for the minor children and must inform the other parent as soon as possible thereafter, but no later than two (2) hours after seeking emergency medical care.

d. School & Education. Significant decisions affecting the minor children's schooling and education, such as where the minor children will attend school, learning disabilities, or special education services, and participation in significant extracurricular activities, shall be discussed in advance between the parties and the parties shall first make a good faith effort to reach an agreement on all major decisions together. Ted's home shall be designated as the minor children's residence for school and education purposes pursuant to UTAH CODE § 81-9-203(11)(d)(i) & (ii). Both parents shall have access to the minor children during school and authority to check the minor children out of school pursuant to UTAH CODE §§ 81-9-203(11)(e)(iii)(B).

e. Religion, Discipline, & Other Issues. Significant decisions affecting the minor children, such as religious preferences and practices consistent with those established prior to entry of this *Decree*, driver license, automobile ownership, significant

changes in physical appearance, and the minor children's participation in other significant activities, shall be discussed in advance between the parties and the parties shall first make a good faith effort to reach an agreement on all such decisions together.

14. Dispute Resolution. If areas of disagreement arise and either parent feels that a decision made by the other is not in the minor children's best interest, the concerned party shall notify the other and the parties shall engage in the following dispute-resolution process:

a. First, the parties shall utilize Our Family Wizard to send each other all information relevant to the issue, his/her proposed resolution to the dispute, and a written articulation of why such resolution is the best and most reasonable for the children.

b. Second, if the decision involves religion, healthcare and education, the parties shall further seek input from appropriate professionals, including the children's treating physician, therapist, ecclesiastical leaders, or educators. Both parents shall have access to and the ability to discuss the matter with such professionals and be provided with their input.

c. Third, if the decision involves medical, dental, vision, or mental health issues, then the parties shall defer to the recommendation of the child's historical provider of medical, dental, vision, or mental health care. If a parent disagrees with the recommendation of the healthcare provider, that parent may seek a second recommendation from another qualified provider. If the recommendations concur, they shall conclusively establish the course of care that the parties shall use unless the parties mutually agree otherwise in writing. If the recommendations of the providers differ in significant respects, the parties shall continue with the dispute resolution procedure as

follows.

d. Fourth, if the above steps do not resolve the dispute, then the parties shall proceed to mediate the issue with the assistance of a professional, neutral third-party mediator. The parties shall equally share the cost associated with mediation.

e. If the parties are still unable to agree on a resolution after attempting mediation, then either party has the right to bring the issue before the Court via filing a motion seeking final resolution on the issue by the Court.

15. Travel. Consistent with the advisory guideline contained in UTAH CODE § 81-9-202, as incorporated and modified above, If a parent plans overnight travel for a child, or is arranging for the children to travel with a sports team, religious group, school group or friends, the parent arranging the travel will notify the other in advance, as soon as reasonably possible, before the anticipated date of departure and will provide the other parent with:

- a. an itinerary of the travel dates;
- b. destinations;
- c. places where the travelling parent can be reached;
- d. names of persons who will be traveling with the children;
- e. contact information for the locations where the children will be staying;

and

f. the name and telephone number of an available third person who would be knowledgeable of the children's location.

16. Relocation. All of the terms provided in UTAH CODE § 81-9-209 shall be fully incorporated into this decree of divorce as binding provisions on both parties as those code

provisions have been interpreted through Utah case law including *Ross v. Ross*, 2019 UT App 104, 447 P.3d 104 with the exception that “relocation” shall be defined as moving 30 miles driving distance (as calculated on google maps or a similar navigation app) or more from the schools that the parties’ minor children are enrolled in or zoned to for the purposes of UTAH CODE § 81-9-209(1).

17. Mutual Restraints. The parents shall each promote a healthy, beneficial relationship between the minor children and the other parent. While in the presence of the children, the parents shall not discuss this case nor demean, disparage, or criticize the other parent. A parent shall not demean, disparage, or criticize the other parent in any manner in which the minor children might reasonably become aware, including, but not limited to, social media posts. The parents shall not allow third parties to disparage the other parent while the children are present and shall remove the children from the presence of any third party who engages in such behavior. The parties shall also not use the children as messengers to communicate with each other.

18. No Abuse of Drugs or Alcohol. The parents shall not permit the children to be in the presence of anyone, including the parents themselves, who is abusing alcohol or using illegal drugs.

CHILD SUPPORT

19. Ted’s Gross Monthly Income. Ted is currently employed full-time and earns a gross monthly income of \$11,196 for the purpose of calculating child support.

20. Jessica’s Gross Monthly Income. Jessica is currently employed and earns a gross monthly income of \$4,420 for the purpose of calculating child support.

21. Statutory Child Support Calculation. Pursuant to the Utah Uniform Child Support Guidelines, UTAH CODE § 81-6-201 *et seq.*, and a Joint Custody Worksheet with Ted having 208 overnights and Jessica having 157 overnights based upon the parent-time schedule set forth herein Jessica would owe Ted \$5 per month in base child support. (See Joint Custody Support Obligation Worksheet, attached as Exhibit “A” and incorporated by reference herein).

22. Waiving Base Child Support. The Court finds that \$5 per month is a de minimis amount for base child support, and based on the stipulation of the parties, the Court waives this \$5 per month base child support amount based on the current parent-time schedule and the current incomes of the parties. The Court further finds that, pursuant to UTAH CODE § 81-6-202(5), waiving this base child support under the circumstances does not make the present order a “deviated” order for the purposes of modifying the order or for the purposes of UTAH CODE § 81-6-213.

23. Termination of Child Support. Pursuant to UTAH CODE § 81-6-213, unless the Court orders otherwise, support for a child terminates at the time (i) the child becomes eighteen (18) years of age, or has graduated from high school during the child’s normal and expected year of graduation, whichever occurs later, or (ii) the child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated in accordance with UTAH CODE § 80-7-102 *et seq.*

24. Modification of Child Support. Under UTAH CODE § 81-6-212(3), a party has a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a

parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others; and if the change is not of a temporary nature and it results in a 15% or more difference between the amount previously ordered and the new amount of child support calculated using the appropriate child support worksheet.

Additionally, under UTAH CODE § 81-6-212(5), the parents shall have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code § 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount. In any proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

HEALTH INSURANCE & MEDICAL EXPENSES

25. Health Insurance. Pursuant to UTAH CODE § 81-6-208, the parties shall maintain and equally pay for the health insurance premium for the benefit of the minor children so long as it is available at reasonable cost through employment of either party, government subsidy, public assistance, or otherwise, and so long as it is required by law, but at least until the children should

reach the age of majority and complete high school with his/her usual class, marry, or otherwise becomes emancipated, whichever should first occur.

26. Calculating the Children's Portion of the Premium. The children's portion of the premium is a per capita share of the premium actually paid. The premium expense 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.

27. Verification of Coverage. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 et seq., upon initial enrollment of the child, and thereafter on or before January 2nd 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. Section 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.

28. Medical Expenses. Each party shall pay fifty percent (50%) of any deductible amounts and fifty percent (50%) of all non-covered medical and dental expenses for the minor children. The party who incurs the medical expense shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. In addition to other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to receive reimbursement for covering the expenses if he/she fails to provide verification of the payment of those medical expenses in a timely manner.

29. Designation of Primary & Secondary Health Insurance Coverage. Pursuant to UTAH CODE §§ 81-6-208(3)(c) and 81-6-208(7), if, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parties, the health, hospital, or dental insurance plan of Ted shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Jessica shall be secondary coverage for the dependent child. If a parent marries 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 married parent and shall retain the same designation as the primary or secondary plan of the dependent child.

30. Notice to Medical Expense Creditors. Pursuant to UTAH CODE §§ 15-4-6.7 and 81-3-105, when a court order has been entered providing for the payment of medical expenses of a minor child, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order. Therefore, each party shall:

- a. Send a copy of the court order referenced above to all applicable creditors;
- b. Notify all applicable creditors of the party's current address; and
- c. Inform all applicable creditors that they may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of the medical and dental expenses required to be paid by the parent under the order, and also inform the particular creditor that it may not make a negative report under UTAH CODE § 70C-7-107, or report of the debtors repayment practices or credit history under Title 7, Chapter 14,

Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent.

CHILDCARE EXPENSES

31. Duty to Pay Childcare Expenses. Pursuant to UTAH CODE § 81-6-209, each parent shall share equally the reasonable work-related childcare expenses of the parents.

32. Due Date of Payment. A parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

33. Duty to Notify Other Parent. A parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall also notify the other parent of any change of childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change. In addition to other sanctions provided by the court, a parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to provide timely notice. Childcare provider shall not be changed unless it decreases the cost of childcare or both parties agree.

SCHOOL & EXTRACURRICULAR ACTIVITIES & EXPENSES

34. Mandatory School Fees. Each parent shall share equally the cost of any mandatory public-school fees.

35. Extracurricular Activities. Each parent shall share equally the cost of any extracurricular activities incurred on behalf of the minor children that are agreed upon in advance and in writing by both parents.

a. The parent who directly pays for such expenses shall provide a receipt or other written verification of payment to the other parent within 30 days.

b. A party incurring school and extracurricular activity expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if he or she fails to provide timely notice.

c. In the event one party chooses to enroll a child in an extracurricular activity, without the consent of the other party, that party is solely responsible for the cost of the activity.

CHILD TAX EXEMPTIONS

36. Right to Claim Exemptions. So long as there are two minor children to be claimed for tax purposes, each party shall claim one child for all tax purposes, with Ted claiming N.H.P. and Jessca claiming E.G.P. for the 2026 tax year. Thereafter, the parties shall alternate the child each claims for tax purposes each year until only one child remains eligible to claim for tax purposes. When only one child remains eligible to be claimed for tax purposes, the parties shall alternate claiming that child, with Jessica claiming the child for tax purposes the first year.

MARITAL PROPERTY

37. Motor Vehicles. Ted is hereby awarded his post-separation Toyota Tundra free and clear of any interest by Jessica. Jessica is hereby awarded the Toyota Highlander free and clear of any interest of Ted. The parties shall be solely responsible for any debts and liabilities associated

with the vehicles he or she is being awarded and shall hold the other party harmless and indemnify the other party with regard to any such debts or liabilities.

38. Personal Property. The parties' personal property is hereby awarded to each party as the parties have presently divided it with the exception of an ATV that is in Ted's possession. This ATV is awarded to Jessica, and she shall remove it from Ted's property as soon as reasonably possible, but in no event later than 30 days of entry of the *Decree of Divorce*.

39. Real Property. The parties presently have joint-ownership interest in real property located at 1798 E 11170 S, Sandy, UT 84092 ("Marital Home").

40. Marital Home Awarded to Ted. The Marital Home is hereby awarded to Ted free and clear of any claim from Jessica, but subject to Ted paying Jessica out for her equity interest in the Marital Home as follows:

a. Valuation of Home. Based on the stipulation of the parties, the total fair market value for the Marital Home is \$637,300.

b. Based on the stipulation of the parties, the total amount owing on the primary mortgage on the Marital Home as of the date of separation was \$423,842.39.

c. Based on the stipulation of the parties, there was an additional HELOC debt in the amount of \$12,848.21 that should also be equally split between the parties.

d. Based on the stipulation of the parties, this makes the parties' total combined equity in the marital home that needs to be divided \$200,609.40. (i.e. \$637,300 - \$423,842.39 - \$12,848.21 = \$200,609.40)

e. Accordingly, Jessica's 50% equity interest in the Marital Home is \$100,304.70.

f. Based on the stipulation of the parties, Jessica shall reimburse Ted \$19,000 for her portion of unpaid childcare costs for the minor children up through the Judicial Settlement Conference held on May 26, 2026, and an additional \$4,500 for her portion of unpaid health insurance and unreimbursed medical expenses for the minor children up through the Judicial Settlement Conference held on May 26, 2026. Childcare costs, health insurance costs, and medical expenses related to the minor children following the Judicial Settlement Conference held on May 26, 2026, will continue to be split equally between the parties as otherwise provided herein.

g. Accordingly, Ted needs to pay Jessica \$76,804.70 to buy her out of her equity interest in the Marital Home. (i.e. $\$100,304.70 - \$19,000 - \$4,500 = \$76,804.70$).

h. Based on the stipulation of the parties, Ted shall pay this \$76,804.70 to Jessica and remove her from the debt associated with the Marital Home within 120 days from the date of entry of the *Decree of Divorce*, and upon doing so he shall have sole ownership of the Marital Home free and clear of any claim from Jessica.

41. Retirement Accounts. Each party is hereby awarded their own retirement account free and clear of any claim from the other party. The Roth IRA will go to the children's college fund. Ted shall supply the status of the account each year to Jessica in May.

42. Financial Accounts. Each party is hereby awarded any financial accounts that are in their own name free and clear of any interest from the other party. Joint accounts shall be equally split, and either closed or the other party removed from the accounts such that the accounts are solely owned by one party. A party who retains such an account by removing the

other party shall indemnify and hold the other party harmless from any liability associated with any account that they retain.

MARITAL DEBTS AND OBLIGATIONS

43. Debts and Obligations. Each party shall be solely liable for any debts that are solely in their name and shall indemnify and hold the other party harmless from any such debts with the exception of Jessica's student loan debt. Ted shall pay a total of \$26,000 directly to the holder of Jessica's student loan debt, and Jessica shall be solely responsible for any additional student loan debt above and beyond that. Neither party shall incur any other debts, obligations, or liabilities on the other party's credit or do anything for which the other party may be legally liable. If it is discovered that either party incurred any debts, obligations, or liabilities in the other parties' name, then the party who incurred the debt, obligation, or liability shall immediately payoff any such debt, obligation, or liability. Each party shall indemnify and hold harmless the other from any loss and/or liability for the debts assigned herein, and their associated obligations which may exist or come into existence in violation of the foregoing. Pursuant to UTAH CODE § 15-4-6.5, each party shall provide a copy of the parties' final Decree of Divorce to all creditors of the parties existing at the time of the entry.

ALIMONY

44. Alimony. Ted shall pay Jessica \$1,200 per month in alimony beginning the month following entry of the *Decree*, and this alimony shall continue for a total period of eight (8) years unless terminated earlier pursuant to UTAH CODE § 81-4-505.

RESTRAINING ORDERS

45. General Restraints. Neither party shall bother, harass, or threaten the other.

46. Disparagement. Neither party shall disparage or otherwise speak ill of the other party in any public forum or in a way in which their minor child might reasonably become aware.

47. Firearms. Both parties shall ensure that any weapons and firearms in their respective homes are secured and not accessible to their minor children without active and continuous supervision on the part of a parent or other responsible adult. The parties shall ensure that the children are not allowed access to firearms without appropriate supervision.

48. Romantic Partners. Both parties are mutually restrained from introducing any romantic partners to their minor children until the introducing party has been exclusively dating or otherwise exclusively in a romantic relationship with that individual for a minimum of three months. The three-month period should begin at the point at which the non-introducing party was made aware of the romantic relationship.

MISCELLANEOUS PROVISIONS

49. Name Change. Jessica shall be restored to the use of her maiden name of “Jessica Van Deman” if she so desires.

50. Execution of Deeds. Unless another period is specified herein, each party shall execute such deeds, contracts, agreements, or other conveyances as may be necessary to carry out the terms of the *Decree of Divorce*, within sixty (60) days of entry. Should a party fail to comply within sixty (60) days of entry (or a more specific timeline otherwise provided herein), then the other party may bring a motion to enforce at the expense of the disobedient party and seek that the court appoint some other person to execute the document, pursuant to Utah Rule of

Civil Procedure 70. Any document executed pursuant to Rule 70 will have the same effect as if executed by the disobedient party.

51. Dispute Resolution. Prior to filing a petition to change or otherwise modify any provision of the final Decree of Divorce entered hereafter, the parties shall be required to attempt to resolve the issue through mediation.

52. Attorney's Fees and Costs. Each party is hereby ordered to assume his or her own legal fees and costs incurred in this action up through entry of this *Decree of Divorce*.

****THIS DOCUMENT CONSTITUTES A BINDING ORDER OF THE COURT WHEN IT BEARS THE JUDGE'S SEAL AT THE TOP OF THE FIRST PAGE****

APPROVED AS TO FORM AND CONTENT BY:

/s/ Daniel Young*_____

DANIEL YOUNG

Attorney for Jessica Pochmara

*Written authorization to affix electronic signature on file with e-filer.

CERTIFICATE OF SERVICE

I hereby certify that on August 25, 2026, I caused to be served a true and correct copy of the foregoing **DECREE OF DIVORCE** to the following parties by the method indicated:

Daniel Young (UT-17874)
Marco Brown (UT-13156)
Attorneys for Respondent
www.greenfiling.com

DATED September 1, 2026.

/s/ Matthew A. Bell
Matthew A. Bell