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IN THE THIRD JUDICIAL DISTRICT COURT, WEST JORDAN DEPARTMENT,
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

In the matter of the marriage of:

JENNIFER HALL,

Petitioner,

and

DAVID HALL,

Respondent.

**DECREE OF DIVORCE AND
PARENTING PLAN**

Civil No. 254905166

Judge Adam Mow

Commissioner Joanna Sagers

The above-entitled matter came before the court on Petitioner, Jennifer Hall (hereinafter, "Jennifer"), and Respondent, David Hall (hereinafter, "David"), signed Stipulation, Settlement Agreement, and Parenting Plan, which has been filed with the Court and resolves all issues. The Court, having entered its Findings of Fact and Conclusions of Law, now orders:

DECREE OF DIVORCE

The parties are hereby awarded a Decree of Divorce from one another on the grounds of

irreconcilable differences and their marriage is hereby dissolved as of the date this Decree is signed.

Jurisdiction

1. Jennifer is a *bona fide* resident of Salt Lake County, State of Utah, and has been for more than 90 days immediately prior to the commencement of this action.
2. The parties were married on November 25, 2000, in Las Vegas, Clark County, Nevada, and are presently married.
3. The parties shall be considered separated as of August 25, 2025, the date that David left the marital home.

Grounds

4. During the course of the relationship, the parties have experienced difficulties that cannot be reconciled that have prevented the parties from continuing a viable marriage relationship.
5. The parties shall be awarded a Decree of Divorce on the grounds of irreconcilable differences to become effective immediately when the Decree of Divorce is entered by the Court.

Children

6. There have been four (4) children born during the course of the parties' marriage, only one of whom remains a minor, to wit C.H. born December 2009.

The Uniform Child Custody Jurisdiction and Enforcement Act

7. Pursuant to Utah Code Ann. § 81-11-209 said minor child currently resides with Jennifer at 3753 Sonne Lane, Apt U-302, Herriman, UT 84096 since April 2026 and currently resides there. The minor child has also resided at the former marital home located at 267 Red Leaf Dr. Draper UT 84020 from 2021-April 2026.

8. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. § 81-11-201 *et seq.* in that: Utah was the home state of the minor child at the time of commencement of this proceeding.

Other Cases

9. Pursuant to Rule 100 of the UTAH RULES OF CIVIL PROCEDURE, neither party has participated, as a party or witness in any other capacity, in any other proceeding concerning the custody of or visitation/parent-time with the children.

10. Neither party does not know of any person, not a party to these proceedings, who has physical custody of the children or who claims rights of legal custody or physical custody of, or visitation with, the children.

11. Neither party is aware of any other proceedings filed in a court of law or governmental agency, concerning the parties or the child (including, without limitation, cases involving child custody, child support, parent-time, criminal charges, delinquency, or a protective order)

12. Neither party is receiving public assistance.

13. Neither party is involved in active military service.

Legal Custody

14. The parties shall be awarded joint legal custody of the parties' minor child.

15. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

16. **Decision-making:** All major decisions concerning the child including health, education (except location), religion, daycare, medical or dental treatment, therapy and general welfare shall first be discussed between the parties. Jennifer shall have interim final decision-making

authority subject to David, after receiving Jennifer's decision, requesting mediation within 3 business days. If David doesn't request mediation, then Jennifer's decision is final. If he does request mediation, then, the parties shall mediate the issue. If the matter is an emergency or urgent, either party may take the matter to Court.

17. Either parent may make emergency decisions affecting the health or safety of the child when the child is with that parent. A parent who makes an emergency decision shall share the decision with the other parent immediately or as soon as reasonably possible and by any means possible i.e. phone, call, email.

18. Both parents shall be listed as the minor child's parents on and have access to all school records, registered forms, medical records, and any other documents with legal importance or other significance.

19. **Education Plan:** Jennifer's home shall be designated as the primary residence of the child for the purpose of identifying the appropriate school that the child shall attend. However, the minor child shall remain enrolled in the Corner Canyon School District until he graduates and/or no longer is able to qualify for the exemption.

Physical Custody/Parenting Plan

20. Jennifer shall be awarded sole physical custody of the parties' minor child.

21. As such, parent-time with the children shall be at reasonable times and places as the parties agree and as the child desires. Jennifer shall use her best efforts to encourage the minor child to spend time with David.

a. If the parties cannot agree, and David is residing in the State of Utah and within 150 miles of Jennifer's residence, and the minor child desires, David shall

have the following parent-time pursuant to Utah Code Ann. § 81-9-302, minimum parent-time:

- i. Every other weekend beginning at 6:00pm Friday until 7:00pm on Sunday; and on Wednesday evenings from when school releases until 7:00pm.
- ii. “Weekends” include any snow days, teacher development days, or other days when school is not scheduled and that are contiguous to the weekend period.
- iii. This rotation shall begin the first weekend after the parties sign a Stipulation or the Decree of Divorce is entered.
- iv. The parties shall be entitled to virtual parent-time at reasonable hours and for a reasonable duration on their non parent-time days.

b. Extended Parent-time: David shall also have extended parent-time during the child’s summer break if the child desires, when school is not in session, as follows:

- i. Two weeks of consecutive uninterrupted parent-time. However, this parent-time shall be planned so that David does not have the minor child for three weekends in a row.
- ii. Two weeks of interrupted parent-time. However, this parent-time shall be planned so that David does not have the minor child for three weekends in a row.

c. Jennifer shall have two weeks of consecutive uninterrupted parent-time. However, this parent-time shall be planned so that Jennifer does not have the minor child for three weekends in a row.

d. David shall provide notice of his elected summer parent-time on or before April 1st in odd years. Jennifer shall provide notice of her elected summer parent-time on April 15th in odd years.

e. Jennifer shall provide notice of her elected summer parent-time on or before April 1st in even years. David shall provide notice of his elected summer parent-time on April 15th in even years.

f. In the event that a parent fails to provide notice of their elected summer parent-time, the complying parent may select the other's parent-time.

g. In the event that both parents fail to provide notice of their elected summer parent-time, the first parent to provide notice may determine the summer schedule for the other parent.

h. If a custodial parent intends to interrupt a noncustodial parent's parent-time, the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

22. In the event the parties cannot agree to a holiday parent-time schedule, and David resides within the State of Utah within 150 miles of Jennifer and the minor child desires, they shall use the parent-time schedule as outlined below:

EVEN Years	ODD Years	Holiday and Time
David	Jennifer	Spring Break The holiday begins at 6pm on the day that school dismissed for spring break. The holiday ends at 7pm on the day before school resumes.
David	Jennifer	Memorial Day The holiday begins on Friday at 9am if school is not in session and the parent can be with the child, the time school is regularly dismissed, or 6pm at the election of the parent granted the holiday. The holiday ends at 7pm on Memorial Day.
Jennifer	David	July 4th The holiday begins on July 3 rd at 6pm. The holiday ends on July 5 th at 6pm.
Jennifer	David	Labor Day The holiday begins on Friday at 9am if school is not in session and the parent can be with the child, the time that school is regularly dismissed, or at 6pm at the election of the parent granted the holiday. The holiday ends at 7pm on Labor Day.
Jennifer	David	Fall Break The holiday begins at 6pm on the day school is dismissed for fall break. The holiday ends at 7pm on the day before school resumes.
David	Jennifer	Thanksgiving The holiday begins on Wednesday at 6pm or the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. The holiday ends at 7pm on the day before school resumes. *The parties agree for 2026 that Jennifer shall take the child for Thanksgiving.
Jennifer	David	First Half of Christmas Vacation, including Christmas Eve and Christmas Day The holiday begins at 6pm on the day that school dismisses for winter break or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. The holiday ends on December 27 th at 7pm.
David	Jennifer	Second Half of Christmas Vacation The holiday begins on December 27 th at 7pm. The holiday ends at 7pm on the day before school resumes.
Jennifer	David	The day after child's birthday The holiday begins at 3pm on the day after the child's birthday. The holiday ends at 9pm on the same day. A parent exercising parent-time for the child(ren)'s birthday may bring other siblings along for the child(ren)'s birthday.
David	Jennifer	Child's actual birthday The holiday begins at 3pm on the child's birthday. The holiday ends at 9pm on the same day. A parent

		exercising parent-time for the child(ren)'s birthday may bring other siblings along for the child(ren)'s birthday.
David	David	Father's Day The holiday begins on Father's Day at 9am. The holiday ends on Father's day at 7pm.
Jennifer	Jennifer	Mother's Day The holiday begins on Mother's Day at 9am. The holiday ends on Mother's Day at 7pm.

a. Changes may not be made to the parent-time schedule as stated above, except if the parties agree in writing to a deviation or in the event a conflict arises with the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- i. The holiday schedule for Mother's Day or Father's Day;
 - ii. The holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
 - iii. The holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child(ren)'s birthday;
 - iv. Extended summer parent-time; and
 - v. The schedule for weekday or weekend parent-time.
- b. The party exercising parent-time shall take the children to all medical, therapeutic, dental, etc. appointments that occur during their parent-time.
- c. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

d. A stepparent, grandparent, or other responsible adult designated by the noncustodial parent may pick up the child for parent-time if the custodial parent is aware of the identity of the individual, and the noncustodial parent shall be with the child by 7pm.

i. Notice of the third party must be provided to the other parent within 24 hours prior to the pickup occurring.

23. Transportation of Children: The minor child is old enough to drive to parent-time if he desires. If the minor child does not wish to drive, the receiving parent shall transport the child.

24. Out-of-State Travel/Vacation: If either party desires to take the minor children out of the State of Utah overnight, he or she shall inform the other party 14 days in advance, unless it is an emergency i.e. a family death, and 30 days in advance for all international travel and provide the other party with the following information:

- a. An itinerary of travel dates;
- b. Destinations;
- c. Places where the children or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the children's location.

25. The minor child has a passport. The passport shall remain in Jennifer's possession when not in use. If David requests the passport to take the minor child out of the country, Jennifer shall cooperate in good faith to provide the passport to David. David shall return the passport to Jennifer within 7 days of his return. The parties shall to cooperate in good faith for any additional documentation needed to allow the minor child to travel out of the United States.

26. Communication/Exchange of Information: The children (minor and adult) shall not be requested to carry messages between the parents. The parties shall communicate with each other via text or email, and by telephone when necessary. The parties shall share all information about the children regarding special events, parent/teacher meetings, report cards, medical events, and prescriptions that the other parent may not have access to. Information relating to the children shall be provided to the other parent as soon as it is practical.

27. Extended Family Relationships: The parties shall encourage the child to maintain relationships with grandparents and other relatives, and each parent shall assist, as may be necessary, to permit those relationships to continue. This may include permitting the child to attend special events for the other family and permitting the child to spend time with extended family that may otherwise interfere with the time-sharing arrangement earlier anticipated. The child's grandparents and other extended family may arrange time to take the child, and both parties shall be flexible, even though it may conflict with parent-time.

28. Relocation: If either of the parties intends to relocate, the relocating parent shall give the other 60 days' notice along with his/her new contact information. If the move is more than 150 miles away from the moving parent's location, then each party shall submit a proposed amended Parenting Plan to take into account the proposed relocation. If the parties are unable to reach agreement, they shall submit the issue to mediation before raising the issue with the Court.

29. Disparaging Remarks: Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging, or disrespectful terms and shall prevent third parties and the child from doing so as well.

30. Religious Affiliation: The parties shall support and respect the other's religious preferences and shall encourage the child's participation in religious activities with both parents. However, both parents are free to choose an appropriate religion to participate in with the child or are free to refrain from attending religious services during their parent-time with the child.

31. Restraints Regarding Firearms: The parties shall ensure that the child is not allowed access to firearms without appropriate supervision. The parties shall ensure that all firearms in the parties' residences are secured in a safe and not accessible to a child.

32. Special Considerations:

33. The parents shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parents shall be entitled to attend and participate fully.

34. Both parents shall be allowed to access the child at school and shall be able to check the child out of school for any appropriate reason during their parent-time.

35. Each parent shall provide the other with their current address and telephone number within 24 hours of any change.

36. Surrogate care provided by family members (stepparents, relatives) shall be presumed to be better care for the child than outside child care, and the parties shall cooperate in using family members to provide care when possible.

37. Violation of Parenting Plan: If either parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan or final divorce decree shall not be affected.

38. If either party violates any terms of the Parenting Plan, once approved by the Court and, shall court action become necessary, the violating party may pay attorney's fees necessary to enforce this plan.

CHILD RELATED EXPENSES

39. Education Expenses: In addition to any child support obligation, both parties shall be equally responsible for any and all of a child's K-12 educational-related expenses. Said expenses include, but are not limited to, enrollment fees, school supplies required by the school, any tutoring-related expenses, field trip expenses, and any other school-related activities.

40. Car Insurance: Jennifer currently insures the minor child and she shall continue to maintain the child on her plan until the child naturally ages out as defined by the Statute. The parties shall equally share the cost of the child's share of the premium starting August 1, 2026. Jennifer shall provide proof of insurance within 14 days of signing the stipulation and then on January 5th of every year.

41. Cell Phones: David currently has the minor child on his cellphone plan and he shall continue to maintain the child on his plan until the child naturally ages out as defined by the Statute. David shall to pay 100% for the minor child's cellphone plan and devices without seeking reimbursement from Jennifer.

42. Extracurricular Activities and Sports: The parties shall encourage and support the child's participation in extracurricular activities and sports.

43. The parties shall equally split the cost of any activities or equipment costs that are incurred for an activity that is agreed to in writing by both parties.

44. The parties shall enroll the child in a reasonable number of activities and shall not purposefully try to supplant parent-time with activities. The parties shall enroll the child in the activities he has participated in during the prior school year.

45. The parties shall attempt to allow participation in activities that the child expresses a desire to participate in.

46. The parties shall facilitate participation in scheduled extracurricular activities or else forfeit parent-time during the activities if the other parent is able to facilitate participation.

47. **LDS Mission Fees:** David shall to pay for the adult child, Carson's, LDS mission fees that are currently outstanding without seeking any reimbursement from Jennifer.

48. **Minor Child's LDS Mission Fees:** David shall to pay for the minor child's LDS mission fees shall he desire to go without seeking any reimbursement from Jennifer.

Health Insurance

49. **Medical/Dental Expenses:** The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor child (and adult children to the extent they still qualify) in accordance with Utah Code Ann. § 81-6-208. Each party shall share equally the out-of-pocket costs of the premium actually paid by a party for the child(ren)'s portion of insurance. The child(ren)'s portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child(ren) 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 covered in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

50. Jennifer shall continue to provide health care coverage for the medical expenses of their dependent children, as defined by Utah Code Ann. § 81-6-101, until or unless Jennifer is no longer able to provide coverage or David is able to obtain comparable coverage. The parties shall share the children's portion of the health insurance premium pursuant to statute starting August 1, 2026.

51. 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 Jennifer shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of David 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 are covered by a stepparent'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.

52. Both parties shall equally share the out-of-pocket costs of the premium actually paid by a parent for the children's portion of health care/ insurance coverage. The children's portion of the premium 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 minor children of the parties in this case.

53. Both parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties.

54. The parent who is maintaining health care/ insurance coverage shall provide verification of coverage to the other parent and/or to the Office of Recovery Services, under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2nd of each calendar year. The parent carrying insurance coverage shall notify the other parent and/or the Office of Recovery Services of any change of healthcare/ insurance coverage, the cost of the premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

a. Unless and until verification is provided to the Office of Recovery Services, no credit shall be given by ORS.

55. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

56. 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 comply with this section.

57. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

58. In the event that each party carries insurance, each party shall be responsible for their own premium.

59. Pursuant to Utah Code Ann. §15-4-6.7, the parties may elect that medical/dental and school expenses be created in separate accounts.

Childcare Expenses

60. Given the age of the one remaining minor child, the parties do not need a childcare provision.

Child Support

61. Jennifer is employed with Canyons School District and shall be imputed a gross monthly income of \$6,917 for child support purposes.

62. David is employed with LoanPro and shall be imputed a gross monthly income of \$18,333 for child support purposes.

63. Pursuant to Utah Code Ann. § 81-6-202 *et seq.*, David shall be ordered to pay child support to commence 7/15/2026.

64. According to the parties' incomes and the Uniform Child Support Guidelines, using a sole custody worksheet, David shall be ordered to pay \$1,515 per month for the support of the parties' minor child.

65. Child support for David terminates at the time (a) C.H. becomes 18 years of age or has graduated from high school during C.H.'s normal and expected year of graduation, whichever occurs later, or (b) a C.H. dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. § 81-6-213 *et seq.*

66. On or before the fifth (5th) and 20th of each calendar month, David shall pay one-half the monthly child support amount directly to Jennifer by depositing said amount into a bank account maintained by Jennifer.

67. Both parents shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. § 26B-9 parts 3 and 4, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support

arrearages. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, until such time as the non-custodial parent no longer owes child support or the Office of Recovery Services gives notice that payments shall be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and shall be deemed delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the parent who commences income withholding.

Debts and Obligations

68. During the course of the marriage, the parties incurred marital debt. The debt shall be divided as follows:

69. Jennifer shall assume, indemnify, and hold David harmless from the following:

- a.** Her sole tax debt for Federal and State from 2020-2025;
- b.** OneMain Personal Loan 3888;
- c.** Personal Loans to Lillian & Joe Marich;
- d.** Personal Loan to Samuel Marich;
- e.** Mohela Student Loan 2874-1;
- f.** Any other credit cards in her sole name; and
- g.** Other debts taken out for her benefit even if it isn't in her name.

70. David shall assume, indemnify, and hold Jennifer harmless from the following:

- a.** 2018 Federal Tax debt;

- b.** His sole tax debt for Federal and State from 2020-2025;
- c.** Carson's LDS Mission Debt;
- d.** Zion's Bank Credit Card ending 5832;
 - i.** David shall, within 14 days of the stipulation being signed, reapply for the credit card at any banking institution to remove Jennifer from the credit card. If David is unable to remove Jennifer from the Zion's Bank Credit Card ending 5832 within the 14 days, David shall continue to make the monthly payments until it is paid in full. If Jennifer has to pay for any payments David misses, then Jennifer would be reimbursed the amount she paid plus statutory interest for that year per annum within 30 days of the payment being made. If David is unable to transfer the credit card into his sole name within the 14 days, David must remove Jennifer's name from the credit card within 90 days of the date the stipulation was signed by both parties.
- e.** Nelnet Student loan;
- f.** Brightway (Webbank/OneMain) 3918;
- g.** CapitalOne Credit Card Quick Silver 4742;
- h.** CapitalOne Credit Card Savor 7106;
- i.** CapitalOne Credit Card Venture 5921;
- j.** AmEx 26188 Credit Card;
- k.** Mastercard 0609;
- l.** Outsource Management;

- m. Gurstel Law;
- n. Any other credit cards in his sole name; and
- o. Other debts taken out for his benefit even if it isn't in his name.

71. Other Debts: Any credit card in the party's name shall be assumed and paid by that party separate from holding the other party liable. Credit cards with both parties listed shall be paid in full, with each party paying their half.

72. 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, and a party who makes payment on a delinquent debt in order to protect his or her credit shall be reimbursed the payment within 30 days plus statutory interest per annum and attorney's fees (if incurred) from the other party.

73. Pursuant to Utah Code Ann. § 81-4-406(3), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses and refinance any debt that is in the other party's name into solely their name within 60 days.

Dissipation/Taxes

74. David has dissipated \$32,364.40 in marital assets.

75. The parties acknowledge that they both owe Federal and State taxes for tax years 2022-2025. David has not filed for his Federal and State 2020-2021 taxes at the time the stipulation was signed by both parties and shall to assume, indemnify, and hold Jennifer harmless from any and all taxes associated with his 2020-2021 Federal and State taxes.

76. The parties acknowledge that David exclusively managed, prepared, and filed (or failed to file) the parties' taxes during the time of marriage. Jennifer immediately filed her 2020-2024 taxes when she realized they had not been filed.

77. In lieu of David reimbursing Jennifer the \$32,364.40 for the dissipation claim that Jennifer shall not be responsible for any of the differences in the parties Federal and State taxes for 2022-2025 (the 2020 and 2021 taxes are specifically not being included here for the reasons stated above and shall not be included in any calculations related to their separate taxes). Thus, as stated above, neither party owes the other for any offset in their 2020-2025 Federal and State taxes. The parties acknowledge that Jennifer intends to pursue innocent spouse relief, separation of liability relief, equitable relief, or any other relief available under the Internal Revenue Code, or any analogous provision of Utah law, with respect to any jointly filed income tax return.

78. Nothing contained in this Stipulation, the Decree, or any related agreement shall:

- a. Constitute a waiver of either party's right to seek any relief available under Federal or State tax law;
- b. Constitute an admission by either party that they are legally liable for any tax, penalty, or interest;
- c. Require either party to withdraw, refrain from filing, or otherwise limit any administrative or judicial claim for innocent spouse relief; or
- d. Be construed as either party contradicting themselves regarding any relief she/he has already requested.

Provisions Relating to Financial Assets

79. During the course of the marriage, the parties acquired financial assets, including, but not limited to, joint and separate checking, savings, and investment accounts. The accounts shall be divided as follows:

a. Jennifer shall keep free and clear of any claim by David:

- i. AFCU 5283-Sole, Checking and Savings;
- ii. Cypress 188-Sole, Checking and Savings;
- iii. MACU 4682-Sole, Checking and Savings;
- iv. Peer to Peer applications;
- v. And any other account in her sole name.

b. David shall keep free and clear of any claim by Jennifer:

- i. AFCU 2281-formerly Joint, Checking and Savings;
- ii. AFCU 1000-formerly Joint, Checking and Savings;
- iii. AFCU 7004-formerly Joint, Checking and Savings;
- iv. Capital One 1349-Sole, Checking;
- v. Bank of Hawaii 1296-Sole, Checking *reserved as stated below;
- vi. Bank of Hawaii 7345-Sole, Checking *reserved as stated below;
- vii. Bank of Hawaii 8995-Sole, Checking*reserved as stated below;
- viii. Bank of Hawaii 1461-Sole, Checking *reserved as stated below;
- ix. Bank of Hawaii 2853-Sole, Checking *reserved as stated below;
- x. UCCU 2090-Sole, Checking; and
- xi. Peer to Peer applications.

c. The children shall receive their bank accounts free and clear of any claim by Jennifer or David.

80. Should Jennifer discover undisclosed accounts through the pending Bank of Hawaii subpoena (or additional subpoenas related to the discovery of the Bank of Hawaii subpoena results which shall be issued within 1 year), that any undisclosed account would be equally divided within 14 days of the account being discovered.

81. All separate financial assets acquired after the parties' separation, August 25, 2025, shall be awarded to the party whose name appears on the account unless marital funds were used to acquire the financial asset.

Vehicles

82. During the course of the marriage, the parties acquired certain vehicles which shall be divided as follows:

a. David is awarded the 2022 Mini Countryman free and clear of any claim by Jennifer. David shall assume, indemnify, and hold Jennifer harmless from any and all debts and obligations associated with the vehicle.

b. David is awarded the 2014 Honda Accord free and clear of any claim by Jennifer. David shall assume, indemnify, and hold Jennifer harmless from any and all debts and obligations associated with the vehicle.

c. Jennifer is currently using a loaner vehicle from her parents and shall assume, indemnify, and hold David harmless from any and all debts and obligations associated with the loaner vehicle.

83. The parties shall complete any necessary transfer document(s) as needed to transfer any vehicle titles as needed. Any vehicles currently financed under both Jennifer and David shall be refinanced solely into the name of the party being awarded the vehicle within 60 days from the entry of the final decree of divorce.

Personal Property

84. During the course of the marriage, the parties acquired various items of personal property. The parties have already divided the personal property. There are no remaining disputes related to the personal property.

85. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources is awarded to the party from whose family it came.

Real Property

86. The parties do not have real property to divide. A provision for real property is not necessary.

Alimony

87. Jennifer is in need of alimony and David has an ability to pay.

88. David shall pay Jennifer monthly alimony that is due on the 5th and 20th of each month.

89. David shall pay Jennifer \$1,985 per month until child support ceases. The parties acknowledge that David shall be paying Jennifer between child support and alimony \$3,500 per month.

90. Once child support ceases, David shall pay Jennifer \$3,500 per month.

- 91. David shall pay alimony for 11 years.
- 92. Alimony begins 8/1/26.
- 93. David shall pay Jennifer an additional \$1,000 for the discrepancy related to the July 2026 payment on or before September 20, 2026.
- 94. The child aging out of child support is not a means for modifying the \$3,500 in alimony.
- 95. Alimony shall terminate pursuant to UCA § 81-4-505.

Life Insurance

- 96. David shall maintain a life insurance policy in the amount that equals the total combined support of child support and alimony to be paid over time until his child support and alimony obligation is completely satisfied. David shall acquire the life insurance policy within 30 days of signing the stipulation.
- 97. David shall list Jennifer as the main beneficiary at 100%.
- 98. David shall submit to Jennifer on or before January 5th of each year proof that he has life insurance
- 99. Jennifer shall keep her life insurance policy free and clear of any claim by David. David shall cooperate with Jennifer to remove himself as a joint owner of the life insurance policy within 14 days of the stipulation being signed by the parties.

Retirement Accounts, Pensions, and Related Assets

- 100. During the course of the marriage, the parties acquired retirement accounts, pensions, or related assets.

101. Jennifer shall keep free and clear of any claim by David her pension, 401(k) and any other accounts in her name.

102. David does not have any current retirement accounts. Shall any retirement accounts be discovered, they shall be equally divided within 14 days of it being discovered.

103. If any QDROs are needed to divide the accounts, the parties shall be allowed to divide the accounts in such a way as to minimize the total number of QDROs needed, so long as the overall division remains equal. The parties shall equally share any costs, and the accounts shall be divided within fourteen (14) days of the entry of any final decree.

Business Interests

104. David has created an entity during the marriage named “Phenyx Group, LLC”. David shall be awarded this business interest free and clear of any claim by Jennifer. David shall assume, indemnify, and hold Jennifer harmless from any and all liabilities/obligations associated with the business.

Personal Conduct

105. Both parties shall be permanently restrained from bothering, harassing, annoying, threatening, or harming each other at either party’s place of residence, employment, or any other place. Both parties are ordered to attempt to be civil and respectful in their communications with one another. Both parties shall be restrained from making false allegations regarding the other party to professional licensing agencies, to police, Facebook, or other social networking sites, or otherwise in any public forum.

Taxes

106. The parties shall file taxes for 2026 separately.

107. Jennifer shall be allowed to claim the minor child in all remaining years going forward.

Attorney's Fees

108. Each party shall be responsible for their own attorney's fees and costs associated with this Petition for Divorce.

Other

109. Jennifer shall be entitled to restore her maiden name of "Marich" if she so desires.

110. **Utah Law:** This document shall be governed by Utah law in all respects.

111. If any provision of the final Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the final Decree of Divorce.

112. Each party shall be ordered to execute and deliver to the other such documents as required to implement the provisions of the final Decree of Divorce entered by the Court.

COURT SIGNATURE AND SEAL AT TOP OF FIRST PAGE OF DOCUMENT

Approved as to form by:

/s/ Eliza Van Orman

Eliza Van Orman

Attorneys for Respondent

*(Signed by Jennifer Schultz
with permission from Eliza Van Orman
via email on 8.31.2026)*

RULE 7(j) NOTICE

Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure a true and correct copy of the foregoing proposed *Decree of Divorce and Parenting Plan* was provided on the 27th day of August 2026 to Eliza Van Orman, Counsel for Respondent, David Hall, in this matter. Notice of objections to this Order must be submitted to the Court and counsel within seven (7) days after service. Should no objections to this Order be submitted to the Court and counsel within seven days after service, this Order should be presented to the Court for entry and signature.

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served, via email and electronic filing notice, a true and correct copy of the foregoing *Decree of Divorce and Parenting Plan* on this 27th day of August 2026, to the following:

Jaclyn J. Robertson
Eliza Van Orman
Attorneys for Respondent

/s/ Jennifer Schultz