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

**In the Matter of the Marriage
of:**

WHITLEY CLEMENTE,

Petitioner,

and

JACOB DOWNING,

Respondent.

DECREE OF DIVORCE

Case No.: 264300295

**Judge: L Douglas Hogan
Commissioner: Renee Blocher**

The parties, Whitley Clemente and Jacob Downing, having reached a settlement of all outstanding issues in the divorce matter, and desiring the Court to enter a Divorce Decree, and Findings of Fact and Conclusion of Law having been entered, the Court having approved the same, and being fully advised in the premises now hereby ORDERS, ADJUDICATES AND DECREES as follows:

1. The Petitioner ("Whitley") and Respondent ("Jacob") are residents of Tooele County, State of Utah, and have so resided for at least three (3)

months prior to the commencement of this action. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. §78A-5-102.

2. The parties are awarded a final Decree of Divorce on the grounds of irreconcilable differences pursuant to Utah Code Ann. §81-4-405, the same to become final upon entry with the Court.

3. **Children:** During the course of the marriage there were two children born to the parties, to wit: T.D., born in May of 2023, and A.D., born in February of 2025, and no other children are expected.

4. **Legal Custody.** The children benefit by having two parents that are involved in the decision-making process. As such, the parties are awarded joint legal custody of the minor children and shall follow the Parenting Plan described below.

5. **Physical Custody.** Petitioner has been the primary caretaker of the minor children and therefore is awarded primary physical custody with Respondent exercising parent time as the parties can agree, or the noncustodial Parent time in accordance with §81-9-302 if they are unable to agree.

6. PARENTING FUNCTIONS (§81-9-203)

a. General Principles

- i. We shall leave the past in the past—taking from the past only the lessons we have learned and the motivation to make things work better in the future.

- ii. We acknowledge that our children have a different and unique perspective of each of their parents than we do. We shall respect our children's right to have a meaningful bond with their other parent.
- iii. We recognize that our children's self-esteem depends on them having a positive perception of both parents. We shall say only positive words about our co-parent—emphasizing their parental strengths as much as possible.
- iv. We shall live the Golden Rule—we will treat each other as we would like to be treated.
- v. We shall trade favors and build good will with each other.
- vi. We shall conduct our discussions in a business-like and respectful manner. We will not allow the conversation to become heated or over-emotional. If our communication fails to be effective, we shall reschedule the discussion to another time. In our conversations, we will not put down or otherwise show disrespect to our co-parent.
- vii. We understand the difference between a legitimate complaint and injurious criticism. We shall share our

complaints in a respectful manner and agree to receive complaints without taking personal offense.

- viii. We recognize that our children have extended family relationships and shall accommodate our co-parent's reasonable requests to take our children to special family events.
- ix. We understand that our children will have the opportunity to grow up in two homes: "Mom's house" and "Dad's house." Our children will have the opportunity to be loved and supported by many new family members.
- x. We understand that each of us is 100% responsible for our home environment. We shall create an emotionally healthy and safe home environment for the benefit of our children.
- xi. We recognize that while we have the opportunity to influence each other as co-parents, we have no inherent power to control each other.
- xii. We shall have a "no contention" rule. This means that from this day forward, we will not allow any contention to occur between us. Rather, we will focus on problem solving rather than fighting. To solve a

problem, we may need to postpone a conversation until after we have obtained more information or completed research concerning the problem or issue. Rather than rash personal opinions, we shall share our ideas and research as we work towards a resolution.

- xiii. We recognize that relationship problems are best solved in a one-on-one manner. Therefore, we shall not triangulate others in our problem-solving efforts. If our child has a problem with a particular parent, the child and the parent involved should solve the problem.
- xiv. We will not use our children as a messengers or problem solvers.
- xv. We shall give our children permission to love both parents. Consequently, our children will not have to choose sides.
- xvi. We recognize that as our children grow older, their friends will become more significant in their lives. Often, especially in adolescence, being with friends is more compelling than being with a parent. Consequently, it is helpful to have our teenager give input to our time-sharing schedule and help design ways to ensure meaningful time with both parents.

xvii. We shall discuss parenting and discipline philosophies and reach a consensus, whenever possible, on parenting strategies. We understand that if we act with consistency and as a “united front,” our children will feel more secure and will not play one parent against the other.

xviii. We recognize that as human beings, we possess strengths and weaknesses. Each of us is responsible for our choices and accountable for our mistakes. We shall learn from our mistakes and to do “repair work” when necessary.

xix. We recognize that contention, and especially litigation, between us can cause our children to suffer emotional and behavioral problems. We shall use our best efforts to resolve differences and solve our problems without the need for litigation.

xx. We shall ensure that exchange times are “tension” and “contention” free for our children. We shall be courteous and respectful when exchanging our children. We shall discuss any financial issues or other significant concerns at another time away from the children.

- xxi. We shall send clean and appropriate clothing at exchange times and shall return clothing and other items that belong to the other parent's home within a reasonable time.
 - xxii. Our children shall be allowed and encouraged to call each parent "Mom" and "Dad" and not refer to either parent by his/her first name.
 - xxiii. Our children shall be encouraged to express terms of endearment (*e.g.*, "I love you") to each parent while in the care of the other parent.
- b. *Maintaining a loving, stable, consistent, and nurturing relationship with the child.*
- i. Consistency is one of the key elements in raising children. Therefore, we would like to see the same curfews implemented at each of our homes.
 - ii. We recognize that our discipline and parenting of our children will be more effective if we work as a "united front." We shall build our co-parenting relationship on trust and respect.
 - iii. When in the care of either parent, our children can call the other parent should they so desire.

c. Attending to the daily needs of the child, such as feeding, clothing, physical care, grooming, supervision, health care, day care, and engaging in other activities which are appropriate to the developmental level of the child and that re within the social and economic circumstances of the particular family

- i. During the time that our children are with each of their parents, the day-to-day decisions shall be made by the parent having physical custody. Both parties will have the right to make emergency decisions affecting the health, safety or welfare of the children.

d. Attending to adequate education for the child, including remedial or other education essential to the best interest of the child

- i. The parties shall reasonably assist and facilitate the minor children's homework, school projects and other extra-curricular activities/projects. Both parties shall be cognizant and recognize their relative strengths and weaknesses in assisting the children with their homework assignments, school projects and extra-curricular activities/projects. The parties shall reasonably facilitate and provide assistance to the

children thereon, being cognizant of which party may have the children in their physical care at the time in which the assistance for the children's homework, school projects, and other extra-curricular activities/projects may be needed or necessary.

e. Assisting the child in developing and maintaining appropriate interpersonal relationships

- i. The minor children shall be encouraged to maintain relationships with their grandparents and other relatives and each party shall be required to assist as may be necessary, to permit those relationships to continue. This may include permitting the children to attend special events with the other family and permitting the children to spend time with the extended family that may otherwise interfere with the time-sharing arrangement anticipated by this Plan.

f. Exercising appropriate judgment regarding the child's welfare, consistent with the child's development level and family, social and economic circumstances

- i. The parties shall reasonably consult with one another before making any decisions regarding any major issues affecting the children.

ii. Each party will make reasonable efforts to notify one another of the children's medical and dental appointments, parent teacher conferences, school events and performances, parent volunteer opportunities, church events, and other activities related therewith; and any medical or other emergencies.

g. *Providing for the financial support of the child*

i. Any and all discretionary decisions regarding the minor children, having a financial impact on both parties, will be reasonably discussed in advance between the parties. Such financial decisions include, but are not limited to, extra-curricular activities, braces, glasses, contact lenses, etc. for the minor children.

ii. Child support, daycare expenses and medical expenses shall be allocated pursuant to the terms of the Decree of Divorce.

7. DISPUTE RESOLUTION

a. To the extent that costs may be incurred for the outside assistance in resolving disputes under this Parenting Plan, the parties shall equally share those costs. The parties shall

attend mediation as a prerequisite to taking the matter to the Court.

b. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, we understand the court may award attorney's fees and other financial sanctions to the parent who prevails in the resolution of the dispute.

8. DECISION MAKING PROCESS

a. *Day-to-Day decisions.* We understand that whichever parent has physical custody of our children shall make minor, day-to-day decisions regarding their care.

b. *Decision-making procedure.* All major decisions concerning our children, including their health, education, and general welfare, daycare, education, and medical and dental treatment and therapy will be discussed. Further, we shall use the following decision-making procedure:

- i. Identify the issue;
- ii. Brainstorm possible solutions; and
- iii. Choose the most sensible solution that considers the needs and interest of everyone involved.

c. *Tie-breaking procedure.* We shall meet and discuss major decisions together; focusing on objective criteria and facts

and involving any professionals who we feel may be of assistance. If we are unable to reach an agreement, Petitioner shall have final decision-making authority.

9. RESIDENTIAL/TIME SHARING SCHEDULE

a. The Petitioner shall have primary physical custody of the minor children with Respondent having reasonable parent time as the parties may agree.

b. We shall equally share in transportation and/or transportation costs for the children for our respective parent-time.

c. Revision of time-sharing schedule. In order to better meet the emotional needs of our children, we shall revise the time-sharing schedule, if necessary, by consulting with each other and cooperatively attempting to establish a new time-sharing schedule. We also shall consider revising our schedule if a significant change occurs in either of our lives. We shall first consult with each other to modify the time-sharing arrangement as set forth above. If unsuccessful, we can engage in dispute resolution or court action.

10. SHARING OF INFORMATION

- a. We will communicate civilly via email or text message about child-related issues only, unless there is an emergency or time-sensitive issue, when we will speak by telephone.
- b. We shall use our best efforts to communicate and share information with each other on a frequent basis regarding our children's development, school work, medical and dental treatment, therapy, and any other information appropriate to share with the other parent.
- c. We shall notify the other parent of school programs, church events, extracurricular activities, and sporting events that involve our children should that information not be available to the other parent.
- d. We shall notify the other parent of significant illness the children may have when they are at our individual homes.
- e. We shall discuss any problems either of us are experiencing with disciplining our children.
- f. We shall immediately advise the other parent of any changes in our address, telephone number, or other information pertinent to communication.
- g. We shall advise the other parent of all logistical details regarding vacation time with our children, including places and telephone numbers where the children may be reached.

11.ACCESS TO INFORMATION

- a. Both parents shall have the right of access to the medical, educational, daycare, religious, and other records of the minor children.

12.ATTORNEY FEES

- a. If either party violates any of the terms of this Plan and court action becomes necessary, then the violating party shall pay attorney's fees and costs arising from the violation.

13. Child Support. Jacob shall pay child support to Whitley in the amount of \$600 per month, based on Whitley's gross monthly income of \$7,866 and Jacob's gross monthly income of \$3,737, and calculated using a sole physical custody worksheet.

14. Child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month and shall continue until the children reach the age of 18 or the month that the children graduate from high school through a regular course of study, whichever occurs later, or until such time as the children are emancipated prior to the age of eighteen (18).

15. Insurance. Both parties are responsible to provide medical, dental, and optical insurance for the children if it is reasonably available. Pursuant to Utah Code Ann. §81-6-208, each party shall be responsible for one-half (½) of the out-of-pocket cost of the children's per capita portion of the

insurance premium. In the event both parties have insurance benefits available to them, the parties should compare their separate insurance benefits to determine the best coverage at the most reasonable cost. In the alternative, the parties should each provide their own separate insurance coverage for the benefit of the minor children, with the parties being solely responsible for the premiums associated with their respective coverage.

16. The party providing insurance shall provide verification of coverage to the other party, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 USC §§ 601, et. seq., upon initial enrollment of the dependent child, and thereafter on or before January 2nd of each calendar year. The party carrying the insurance shall notify the other party, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the party knew or should have known of the change.

17. The parties shall share equally all reasonable and necessary uninsured expenses, including, but not limited to medical, dental, and/or optometry expenses, including deductibles, prescriptions and co-payments, (hereinafter collectively as “medical expenses”) incurred for the minor child.

18. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. Payment from the non-incurring party

shall be paid to the incurring party within thirty (30) days of receipt of such written verification.

19. Child Care Expenses. The parties shall share equally the work- or education-related child-care expenses incurred for the minor children. A parent who incurs child-care expenses shall provide written verification of the expenses to the other parent within thirty (30) days of receipt of said written verification. Payment from the non-incurring party shall be paid to the incurring party within thirty (30) days of receipt of said written verification.

20. In addition to any other sanctions provided by this Court, a parent incurring child-care expenses shall be denied the right to recover the other parent's share of the expenses if that parent fails to provide verification of the child-care expense within thirty (30) days of the receipt of said expenses.

21. Virtual Parent-Time. The parties are awarded regular and consistent virtual parent-time or phone calls with the minor children while the children are with the other parent.

22. Taxes. The parties shall each claim one minor child each year for tax purposes. Once there is only one child eligible to claim, the parties shall alternate claiming the child with Whitley claiming the child in even years and Jacob claiming the child in odd years. A party is only eligible to claim a

child for tax purposes if they are current in their child support obligation by December 31 of the year in which they intend to claim.

23. Personal Property. The parties acquired certain items of personal property during the marriage which shall be equitably divided between the parties. Jacob shall receive the PlayStation, TV (downstairs), Laptop, wood working equipment, plants, alarm clock, and pets (Booster, Penny and Ami). All other marital property is awarded to Whitley. Any personal property acquired prior to the marriage shall be awarded to the party who owned such property prior to the marriage. Any personal property received as a gift or inheritance is awarded to the party who received such gift or inheritance prior to or during the marriage.

24. Vehicles. The parties acquired vehicles during the course of their marriage. Whitley is awarded sole and exclusive use of the 2001 Toyota Camry currently in her possession, subject to any and all indebtedness associated therewith, holding Jacob harmless, indemnifying, and defending him therefrom. Jacob is awarded sole and exclusive use of the 2010 GMC Canyon currently in his possession, subject to any and all indebtedness associated therewith, holding Whitley harmless, indemnifying, and defending her therefrom.

25. Real Property. During the course of the marriage the parties acquired a home located at 48 Broxburn Way, Tooele, Utah 84074. The home is awarded to Whitley subject to her buying Jacob out of his interest in

the home in the amount of \$44,283. Jacob shall sign a quit claim deed, deeding his interest in the property to Whitley within 30 days of receipt of the \$44,283 payment.

26. Alimony: Neither party shall pay alimony to the other, now or in the future.

27. Financial Assets/Accounts: The parties shall close out all joint checking and savings accounts and divide any account balances as of July 1, 2026. Whitley shall receive an additional \$1,597 over and above the equal split of the savings account, as a buy-out for the personal property Jacob is receiving as described above.

28. Retirement Assets: The parties shall each be awarded one-half of the retirement accounts accrued during the marriage in the other party's name. Additionally, Whitley will transfer an additional \$44,283 from her 401(K) to Jacob's retirement account to buy him out of his interest in the marital home as described above. After being credited for her one-half share of Jacob's retirement account, and in consideration of the amount to buy Jacob out of the marital home, the total amount Jacob is awarded from Whitley's retirement account is \$141,653. If a QDRO is required to complete the transfer of these funds, the parties shall cooperate with preparation, and each shall pay half of any fees associated with carrying out the transfer.

29. Debts and Obligations: Jacob is solely responsible to pay for the student loan debt in his name. Additionally, the parties shall each be solely responsible to pay for any other debts incurred in their individual names and shall hold the other party harmless thereto.

30. Attorney Fees. The parties shall each be responsible to pay for his or her own attorney fees incurred in this matter.

31. **Miscellaneous.** The parties shall be required to execute all documents required to perform any act which may be required or necessary to carry out and effectuate any and all of the purposes and provisions set forth herein.

(End of Order)

***THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR
AT TOP OF DOCUMENT WHEN SIGNED AND ENTERED BY THE
COURT***

APPROVED AS TO FORM:

Jacob Downing
Respondent
(Electronically signed by Deven J. Coggins
With permission of Jacob Downing)

NOTICE TO RESPONDENT

Pursuant to Utah Rule of Civil Procedure 7(j)(4), this Order will be filed with the above-entitled Court seven (7) days after service upon you and submitted to the District Court Judge for signature. Your Objection, if any, must be filed with the Court within seven (7) days after service.

DATED this 12th day of August, 2026.

COGGINS

ARNOLD, WADSWORTH &

/s/ Deven J. Coggin
DEVEN J. COGGINS
Attorneys for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of August, 2026, I caused a true and correct copy of the foregoing to be served via email to:

Jacob Downing
Respondent
jacobwillisdowning@gmail.com

/s/ Holly Ranger
Paralegal