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

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
EMILY POTTS	
and	Case No. 264903992
JOREL POTTS.	Judge Dianna Gibson Commissioner Renee Blocher

The above-entitled matter having come before the Court; Petitioner having heretofore filed her Declaration as to Jurisdiction and Grounds for Divorce and Declaration of Military Service; Petitioner and Respondent having executed a Stipulation and Settlement Agreement dated the 29 day of July, 2026; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law; and upon motion of Beau J. Olsen, attorney for Petitioner, and good cause appearing therefor,

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

1. Bonds of Matrimony. That the bonds of matrimony heretofore existing between

Petitioner, EMILY POTTS, and Respondent, JOREL POTTS, be and the same are hereby dissolved.

2. Children. That parties have two children, one minor child remains of this marriage, to-wit: A.J.P, born June 2009.

PARENTING PLAN

3. Custody/Parent Time. Parent time shall be as the parties agree. In particular, due to the age of the child, the parties shall be open and flexible to the wishes and desires of the child.

- a. Transportation. Unless mutually agreed otherwise, the party who is to begin parent-time shall be responsible for picking up the child for parent-time. However, the parties shall utilize school to school drop offs when possible. When school is not in session, the receiving parent shall pick up the child at 9:00 a.m. from the other parent's residence. If a vehicle is available for the minor child, the minor child shall also be able to transport herself to and from parent time.
- b. Right of First Refusal: Each parent shall have first option to provide care for minor child over any other third party (i.e., surrogate care) if the parent responsible for minor child is not available overnight, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time, and (2)

provide direct parental care.

4. Holidays. The holidays shall be as the parties agree.

5. Legal Custody. The parties shall have joint legal custody. Both parties shall have access to the child's school, medical, extra-curricular, and other records and shall include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the child, the parties shall first seek an expert in the field (for school a school teacher, for medical the child's doctor) if they still cannot reach an agreement, Emily shall have final say.

a. Day to Day Decisions. The party with the parent-time shall make the day to day decisions for the children.

i. Medical. The parties shall continue to use the child's current healthcare providers and specialists that the providers recommend.

ii. Emergency and sick care shall be attended to by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes of scheduling the doctor's appointment so that each party may be able to attend the appointment if possible.

b. Schooling. That the child shall continue to attend her current school until graduation.

6. Communication. The parties shall utilize text messages or emails for all routine communications regarding the minor child. Parties may communicate via telephone in the event

of an emergency, for time sensitive issues, or by mutual agreement. All communication, unless otherwise agreed, shall solely concern the child and/or implementation of the Decree of Divorce. All communication shall be civil.

7. Cell Phones for the Child. The parties shall evenly divide the cost and service of the children's cell phones, until the individually reach the age of twenty-six (26) years old. Both parents shall have reasonable communication with the child through her cell phone.

8. Travel. When a child travels with either parent overnight, all of the following shall be provided to the other parent with one week notice, unless exigent circumstances apply:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the child or traveling parent can be reached; And, the name and telephone number of an available third person who would be knowledgeable of the child's location, who is willing to communicate with the other parent.
- d. For international travel, the parties shall give each other two months' notice and work together to ensure passports and other travel documentation are obtained in a timely and efficient manner.
- e. International travel shall also be mutually agreed to by the parties, however, consent cannot be unreasonably withheld.
- f. Passports shall remain at Emily's residence.

9. Notification of Child's Events. The parties shall take affirmative steps to share

school and activity information concerning their child with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in. Each parent is entitled to be at and participate in the child's events, regardless of who is exercising parent time.

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

11. Mutual Restraining. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party. Furthermore, the parties shall not make any disparaging posts about the other party on social media, like Facebook, Instagram, Twitter, or other social media platforms.

12. Relocation. The relocation of either party shall be governed by Utah Code Ann. § 81-9-209.

13. Activity Costs. Each party is ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the children, including adult child, may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving

the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an activity is agreed to, both parties are responsible for ensuring the child attends and has appropriate transportation to and from the extracurricular activity during the parents' respective parent time.

14. Vehicle Insurance and Vehicle costs. That the parties shall evenly divide the children's, including the adult child, car insurance and necessary repairs until the child turns twenty-six (26) years old.

15. Child Costs. Each party is ordered to assume and be responsible for fifty percent (50%) of the following expenses for both children, until they reach the age of twenty-six (26) years old, and said expenses shall include but are not limited to: car registration, school registration, school travel, school sports books, required supplies, tutoring, lab fees, travel for modeling, etc. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the out-of-pocket expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

16. Child Support. Child Support shall be calculated as according to Utah Code Ann. §81-6-202 et seq. Emily's gross monthly is imputed to \$12,500 per month. Jorel's gross monthly income is \$12,500 per month. Emily shall have 183 overnights per year and Jorel shall have 182 overnights per year. Based on a joint physical custody worksheet, and due to the parties earning

similar income, neither party is awarded child support.

17. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each and every month.

18. 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 parties' child in accordance with U.C.A. §81-6-208, until the child reach the age of twenty-six (26) years old. Emily is currently providing said insurance.

- a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be paid to Emily each and every month.
- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the child and actually paid by

the parents.

- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.
- d. If, at any point in time, the child are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Jorel shall be primary coverage for the child and the health, hospital, or dental insurance plan of Emily shall be secondary coverage for the child. If a parent remarries and his or her children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the children.
- e. Double coverage is not necessary, but may be used if mutually agreed to by the parties. If double coverage occurs, then each shall be responsible for their own insurance premium.

19. Dependency Exemption. That Emily shall claim the minor child for purposes of state and federal taxes.

20. Real Property. That the parties own a home and real property located at 1442 East Farm Meadows Circle, Millcreek, Utah 84117. Emily is awarded all right and title to said home, subject to paying the mortgage, insurance, and taxes associated with the marital home. The current equity is \$650,863. Jorel's equity shall be paid out in the global settlement, as outlined below.

- a. Until the minor child turns 18 years old, the parties shall continue to divide the home repairs on an equal basis, with the exception of the new roof and windows, which have already been accounted for in the total equity amount.
- b. The mortgage, utilities, and food shall continue to be evenly divided, until Jorel vacates the marital home. Jorel shall vacate the marital home no later than October 31, 2026. Once Jorel vacates the marital home, he may only come into the residence with express written permission from Emily. Jorel vacating the marital home does not constitute abandonment.

21. Alimony. That neither party shall be awarded any past, present, or future alimony.

22. Personal Property. The parties are awarded their personal effects and any gifts or inheritance the parties have received during the marriage. The remaining personal property shall be equitably divided between the parties. In the event that they cannot agree on disputed property, the parties shall divide the property one item at a time (however, it shall be dishes, no

dish and the party shall be awarded the whole set of property in dispute) with Emily choosing first and then the parties alternating every other pick until no disputed items remain. The parties may request a third party to observe to keep the peace.

23. Vehicles. That the parties shall divide the vehicles as follows:

Vehicle	Awarded to	Approximate Value
Subaru	Jorel	\$30,000
Sequoia	Emily	\$7,000

24. Debts. The debts shall be divided as follows:

- a. Each party shall be responsible for the debts in their individual names, particularly the respective credit cards, and shall assume, indemnify, and hold the other party harmless from liability thereon.
- b. Accumulation of Debt: Neither party shall incur any additional liability on joint credit cards.
- c. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names, unless otherwise noted above. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
- d. Delinquency in Payments: If either party is obligated on a joint-secured

debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

- e. That Emily shall indemnify and hold Jorel harmless on all debts and obligations Emily is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. § 523(a)(15).
- f. That Jorel shall indemnify and hold Emily harmless on all debts Jorel is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. § 523(a)(15).

25. College Accounts: That the parties have two 529 accounts for their children. The parties shall mutually control these accounts and shall mutually agree on any distributions from said accounts. If the accounts are not fully used, they shall be converted to the benefit of the respective children.

26. Financial Accounts. That the parties' financial accounts shall be divided and awarded as follows:

Name of Account	Approximate Amount	Awarded to
Checking 7127	\$0	Closed
Money Market	\$25,000	50% to Emily 50% to Jorel
MACU CD-7127	\$28,566	50% to Emily

		50% to Jorel
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27. Retirement Accounts: That the parties have the following retirement accounts

Name of Account	Approximate Amount	Awarded to
Roth IRA-410-102	\$140,019	Emily: \$35,109 Jorel \$105,000
Trad IRA 994-102	\$2,376	Emily
Nationwide271	\$10,000	Jorel
IRA-587-102	\$351,740	Jorel
Merrill Lynch IRA-Edge	\$138,412	Jorel

a. That to the extent any QDROs are necessary, the person receiving the funds shall be responsible for paying said costs.

28. Business. That Emily is awarded Sugar House Coffee, including all of its assets, debts, liabilities, and accounts receivable free and clear from any claim by Emily.

29. Property Settlement. That Jorel is awarded a property settlement of \$35,233 that equalizes the marital estate. Emily shall pay Jorel no less than \$35,233 within 60 days.

30. Pets. The parties shall evenly divide their time with the dogs and take care of them when the other party is out of town. Either party may request to be with the dogs with 48 hours notice. The parties shall evenly divide the cost of food, grooming, and vet visits and vet care for the dogs.

31. Name: Emily shall have the option of restoring her name to Bradley, if she so chooses.

32. Deeds and Titles and Other Documents: Both parties shall sign whatever

documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce. The parties shall provide each other any past tax returns or any other important documents from the marriage.

33. Full Disclosures. The parties represent that there has been a complete and full disclosure of any and all material facts, including, all assets and liabilities currently held by the parties. The parties are satisfied with the financial disclosures and have no need for additional information to make an informed decision related to the division of assets.

34. Attorney's Fees and Costs: Each party is ordered to assume his or her own costs and attorney's fees incurred in this action.

35. Severability. That if any of the terms herein are not enforceable, it shall be severed from the terms herein and all other provisions shall remain in full force and effect.

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Decree of Divorce does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES
OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL**

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Decree of Divorce prepared by Petitioner shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.
APPROVED AS TO FORM:

/s/ Jorel Potts
JOREL POTTS

(signed by Beau Olsen with permission of Mr.
Potts via email on August 18, 2026)
Respondent