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

In the Matter of the Marriage of:	DECREE OF DIVORCE
ERIN NICOLE JONES, Petitioner.	
and	
ADAM THOMAS JONES, Respondent.	Case No. 264904309 Judge: Richard Daynes Commissioner: Russell Minas

The above-captioned matter came on regularly for consideration by the court without hearing. Pursuant to the *Stipulated Petition for Divorce* a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

CHILD-RELATED PROVISIONS

2. The parties have one minor child born as issue of their marriage, to wit: C.D.J., born March 2016.

3. Child Custody: The parties have historically shared the day-to-day responsibility for the care of the minor child. It is in the best interest of the minor child for the parties to share joint

legal and joint physical custody with Mother receiving 185 overnights and Father receiving 180 overnights. A parenting plan is included herein.

4. Regular Parent-Time: Parent-time shall be as the parties agree. If the parties do not agree, then parent-time shall be shared on nearly a 50/50 basis. Regular parent-time shall be on a rotating two-week basis represented visually as follows:

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
Wk1:	Dad	Dad	Mom	Mom	Mom	Mom	Mom
Wk2:	Dad	Dad	Mom	Mom	Dad	Dad	Dad

5. Transportation: Wherever possible, parent-time exchanges shall occur through the child's school/daycare, wherein the parent ending their parent-time timely drops the child off at school/daycare and the parent beginning their parent-time picks the child up from school/daycare. In all other instances, the parent beginning his or her parent-time shall be responsible for transportation.

6. Drugs and Alcohol: The parties shall be restrained from consuming illegal drugs or non-prescribed prescription drugs or abusing prescription drugs at any time. The parties shall be restrained from abusing alcohol while the minor child is in their care or immediately prior to parent-time.

7. Virtual Parent-Time: Both parents shall allow the minor child unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

8. Right of First Refusal: Pursuant to Utah Code 81-9-202, parental care is presumed to be better for the child than surrogate care. Therefore, if either party is available when the other

parent is not available to personally care for the child overnight during their parent-time, they shall have the right of first refusal.

9. Address and Phone Number: The parties shall keep each other informed of his or her address and telephone number at all times.

10. Holidays and Extended Parent-Time: The holiday and summer parent-time visitation shall be as the parties agree, or if the parties cannot agree then holiday parent-time shall be consistent with Utah Code 81-9-303 with Petitioner being designated as the custodial parent solely for purposes of calculating the holiday parent-time schedule. Pursuant to Utah Code 81-9-302, each party shall be awarded two weeks of uninterrupted parent-time during the summer months. The parties shall give each other at least thirty days advance notice of their choice of extended parent-time. In the event of a conflict, Petitioner shall have first choice of extended parent-time in all odd-numbered years, and Respondent shall have first choice of extended parent-time in all even-numbered years.

11. Child Support: Petitioner is recently employed and has a projected monthly gross income of \$5,833.00. Respondent is employed by Solventum. Respondent's gross monthly income is \$13,104.00. The joint custody worksheet shall be used to calculate child support awarding Petitioner 185 overnights and Respondent 180 overnights. Respondent shall pay child support to Petitioner for the parties' child in the amount of \$339.00 per month in accordance with Utah Code 81-6-203.

- a. The child support will be paid until (1) the minor child reaches the age of majority or graduate High School in the expected year 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 in accordance with Utah Code 78A-6-801 et seq. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

b. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5 (1953 as amended), 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 will apply to existing and future payers. All administrative fees and costs of income withholding assessed by the Office of Recovery Services will be split by the parties.

c. Child support will be paid on the first of each month.

12. Medical Insurance Coverage: The party with the best coverage shall maintain in force any and all health insurance for the minor child, when it is available at a reasonable cost and the insurance coverage is accessible to the child. If at any time the child is covered by the insurance plans of both parents, Petitioner's plan shall be designated the primary coverage and Respondent's plan shall be secondary coverage for the child. If a parent remarries and his or her dependent child is not covered by that parent's insurance, but is covered by the step-parent's plan, the step-parent's plan should be treated as if it is the plan of the remarried parent and shall retain the same designation as primary or secondary insurance. The party who carries the insurance on the child shall provide proper verification of health, optical, hospital, dental, and other medical insurance coverage to the other party on or before January 2nd of each calendar

year. Furthermore, each party shall notify the other of any change of insurance carrier, premium, or benefits within thirty (30) days of the date he/she first knew or will have known of the change.

13. Medical Insurance Premiums: Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the results by the number of minor children of the parties.

14. Out-of-Pocket Medical Expenses: Each party shall pay half of all reasonable and necessary health, optical, hospital, dental, and other medical expenses of the parties' minor child including, but not limited to: out-of-pocket costs actually paid by either parent for the minor child's portion of health, optical, hospital, dental, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, and other medical expenses, including deductibles and co-payments, incurred for the dependent child and actually paid by either parent. Either parent who incurs health, optical, hospital, dental, and other medical expenses for the parties' minor child shall provide written verification of the costs and payment of such health, optical, hospital, dental, or other medical expenses to the other parent within thirty (30) days of payment, and the other parent will reimburse them within 30 days of receiving verification. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision. Utah Code 81-6-208.

15. Childcare: Each party shall be responsible and liable for one-half of the reasonable childcare costs actually incurred each month as a result of parties' work. The party incurring the cost shall provide documentation for reimbursement within thirty (30) days and the other party shall reimburse within 30 days after receiving the verification.

a. The parties will provide written verification of the cost and identity of the childcare provider to the other party.

b. The parties will notify the other party of any change in the childcare provider or the monthly childcare expenses within thirty (30) calendar days from the date of the change.

16. Taxes: The parties shall alternate years wherein each may claim the child as a tax exemption and be awarded any tax credits related to the child for the purpose of calculating his or her State and Federal income taxes, beginning with Petitioner claiming the child for the current tax year.

17. Extracurricular Activities: The parties shall discuss which extracurricular activities the child should participate in. The parties shall support the child in these extracurricular activities, financially and otherwise sharing the cost equally, whenever they have agreed on the child's involvement in any activity in writing.

PARENTING PLAN

18. Mutual Restraining Order: The parties are restrained from disparaging the other party to or in the presence of the child and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or any topics that are inappropriate or

beyond the child's maturity level with or in the presence of the child and are to instruct third-parties to also be so restrained. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place

19. Medical Information: Both parties have the right to obtain medical information on the minor child from healthcare providers directly without the necessity of going through the other party or getting their permission.

20. Educational Information: Both parties have the right to obtain educational information on the child directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact or medical care provider contact.

21. Notice of Activities: Both parties will have the right to be notified by the other party of major events in the child's life that they otherwise would not be aware of, so that they can have enough advance notice to attend.

22. Communication: Each party will communicate directly with the other and not through third persons. The child will never be used as a messenger. Communication will be respectful and at no time will it be sarcastic or derogatory. Communication will be limited to matters involving the minor child such as their health, activities, and well-being. In the event of a child's medical emergency, each party will promptly notify the other.

23. Out-of-State Travel: Any parent intending to take a child out of state will provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for

emergency communication. The parties will comply with the provisions of Utah Code 81-9-202(18).

24. Relocation: The parties will follow the notice provisions of Utah Code 81-9-209.

25. Decision-Making: All major decisions concerning the child, including health, education, general welfare, religion, daycare, medical and dental treatment, and therapy will be discussed.

Further, the parties will use the following decision-making procedure:

- a. Identify the issue,
- b. Develop possible solutions,
- c. Choose the most sensible solution that considers the needs and interests of everyone involved.

26. Tie-Breaking Procedure: Under the terms of the above paragraph, the parties will discuss major decisions together, focusing on objective criteria and facts, and involving any professional who may be of assistance. Major decisions include where the child attends school, elective medical, and changing a child's religion. If they are unable to reach an agreement, the parties will attend mediation prior to bringing the matter before the court.

27. Documentation: Mother will be the custodian of the child's passport, social security card, birth certificate, and other documentation. Father may request these items from her when needed. The documents will be returned at the end of the time period where Father needs them.

28. Emergency Medical Decisions: The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will notify the other parent of the emergency immediately.

29. Day-to-Day Decisions: Whichever parent has the child in his or her physical custody may make minor, day-to-day decisions regarding them and their care.
30. Romantic Partners: Neither party will introduce the child to a romantic partner until they have been exclusively dating for a period of greater than 6 months.
31. Overnight Guests: Neither party will allow another adult to sleep in the home during parent-time with the child unless that individual is a family member, spouse, or a romantic partner with whom the party is cohabitating.
32. Sleeping Arrangements: Both parents will ensure that the minor child has his own bedroom in their home.
33. Implementation of Treatment: Each of the parties will facilitate, help, and promote the taking of medication or other regimens of therapy for the child as prescribed by a doctor.
34. Mediation before Litigation: If the parties have a dispute concerning an issue addressed in the parent time provisions of the Decree or this Parenting Plan, they will seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret, or modify the Decree. If the parties are unable to attend mediation within a reasonable timeframe after the issue arises, despite making a good-faith effort to do so, they may bring the issue before the court.
35. Corporal Punishment: The parties will refrain from using corporal punishment with the minor child and shall keep third parties from doing so.

NON-CHILD RELATED PROVISIONS

36. Debts: During the course of the marriage, the parties acquired certain debts and obligations. Each party shall assume and pay the debts and hold the other harmless from liability as follows:

<u>Debt</u>	<u>Approximate Balance</u>	<u>Responsible Party</u>
Canyon View CU Auto Loan	\$39,853	Father
Loan from Grandmother	\$4,000	Father
CRI Student Loan	\$510	Mother
Student Aid Student Loan	\$18,853	Mother
AFCU Visa	\$9,888	50/50 with each party to pay their share within 2 years
CV Visa	\$9,500	Father: to be paid off within 2 years
USAA and Target	\$2,640	Mother: to be paid off in 2 years

37. Each party shall assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. *credit cards, utility bills*) incurred by that party after separation.

38. Pursuant to Utah Code 81-4-406 the parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

39. Personal Property: During the course of the marriage relationship, the parties acquired certain items of personal property which shall be divided as follows:

<u>Property</u>	<u>Awarded To</u>
2023 Nissan Frontier	Father

40. Secured Debt: Each party being awarded property shall also be responsible for the debt associated therewith.

41. Accounts: The parties accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. Any other accounts not listed below should be awarded the accounts in their own name as their separate property, free and clear of any claim by the other party.

<u>Account</u>	<u>Awarded To</u>
AFCU Checking Account	Mother
CVCU 4170392	Father
AFCU Savings	Mother
CVCU 454894	Father

42. Personal Belongings: Each party shall be awarded their own personal belongings.

43. Businesses: During the course of the marriage, the parties have not acquired an interest in any business entities.

44. All other personal property is subject to an equitable division.

45. Retirement Accounts: During the course of the marriage, the parties acquired pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans. Father shall be awarded in full the Commonwealth IRA account, the Commonwealth Roth account, the Solventum 401(k) pretax amounts and \$3,249 from the Solventum 401(K0) Roth account. Father shall liquidate the remaining amounts from the Solventum 401(K) to payoff the remaining home equity line of credit, valued at \$128,705. A Qualified Domestic Relations Order or Domestic Relations Order shall be issued as needed with the costs for such order being split by the parties. The individual whose name the retirement account is associated with shall be responsible for preparing any and

all paperwork and forms required to divide said account and shall do so within three months of entry of the Decree of Divorce in this matter.

46. Real Property: During the marriage, the parties acquired an interest in real property, commonly known as 5661 W. Santa Elena Cove, Herriman, Utah 84096.

47. It is reasonable, necessary, and proper that Petitioner shall be awarded the temporary and permanent, exclusive use and possession of said real property and all right, title, and interest in said real property, including any reserve account, subject to the mortgage obligation owing on the property and the taxes and insurance.

48. Petitioner shall have three years from the entry of the Decree of Divorce to refinance the mortgage and remove Respondent. At that time, Respondent shall quit claim said property to Petitioner within 7 days of the finalization of the refinance. In the event that Respondent fails to execute a Quit-Claim Deed in favor of Petitioner, Petitioner may seek an order of the court transferring title of the real property to Petitioner. Upon quitclaim transfer, Petitioner shall hold Respondent harmless on any and all obligations associated with the home.

49. If Petitioner fails to make the mortgage payment timely, putting the home at risk of default or exposing Respondent's credit to harm, the home shall be listed for sale within 30 days. Respondent may be reimbursed for any mortgage payment he makes to keep the loan current out of the proceeds of the sale.

50. If Respondent seeks to enter bankruptcy proceedings while he remains on the mortgage, he shall be restrained from entering into any bankruptcy proceedings where the home ownership would be at risk.

51. Life Insurance: Father will maintain a life insurance policy benefitting the child in the remaining amount of child support. Father will also maintain a life insurance policy in the remaining amount of alimony to Mother. Once these obligations cease, Father will have no further duty to maintain a life insurance policy.

52. Alimony: Respondent has significantly greater earnings and earning capacity than does Petitioner. Petitioner has the need for alimony, and Respondent has the ability to pay. Respondent shall pay Petitioner alimony in the amount of \$1,500.00 per month for 120 months. Alimony is to be paid on the first of each month. Retirement will not constitute a substantial and material change in circumstances to warrant modification of the alimony award. Pursuant to Utah Code 81-9-208(10) and 81-4-502, alimony shall terminate earlier upon the remarriage or death of that former spouse, or upon the establishment by the party paying alimony that the former spouse is cohabitating with another person. However, if the remarriage is annulled and found to be void ab initio, payment of alimony shall resume if the party paying alimony is made a party to the action of annulment and the payor party's rights are determined.

53. Restoration of Maiden Name: Petitioner's name shall be restored to Erin Nicole Carter, if she so chooses.

54. Attorney's Fees: Both parties shall be responsible for their own attorney's fees and costs.

55. Delivery of Documents and Duty to Sign Documents: Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court. Should a party fail to execute a document within 60 days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense

of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

56. Disclosure: The parties acknowledge that each has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and that the Stipulation encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

57. Drafting: The parties each had an opportunity to substantively review and make edits to the terms of the Stipulation. Accordingly, if there is any ambiguity or vagueness contained herein, this document shall not be construed against the interest of either party as the drafting party.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Adam Thomas Jones

Adam Thomas Jones

Respondent, pro se

Electronically signed with permission received from Adam Thomas Jones via email on 9/11/2026

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

TO THE RESPONDENT: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Petitioner's counsel 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.

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of September 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Adam Thomas Jones

adamt.jones12@gmail.com

Respondent, pro se

/s/ Kacee Robinson

Kacee Robinson

Paralegal for Mary Bevan