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

ELLA ELIZABETH WILLIAMS,

Petitioner,

v.

GRANT DUANE WILLIAMS,

Respondent.

DECREE OF DIVORCE

Case No. 244906157

Judge Heather Brereton

Commissioner Renee Blocher

This matter came before the Court on the parties' Stipulation and Settlement Agreement on All Issues filed July 11, 2025 (Dkt. No. 62) (the "Stipulation"). Petitioner Ella Elizabeth Williams appeared through counsel, Michael K. Jones. Respondent Grant Duane Williams appeared through counsel, Nathan J. Carroll of Carroll Legal Services, PLLC. The Court having entered its Findings of Fact and Conclusions of Law, and good cause appearing, it is hereby

ORDERED, ADJUDGED, AND DECREED as follows:

A. Divorce

1. Petitioner is granted a Decree of Divorce from Respondent on the ground of irreconcilable differences pursuant to Utah Code § 81-4-405(1)(h). The bonds of matrimony between the parties are dissolved, and the parties are restored to the status of

single persons. This Decree becomes final and absolute upon signing and entry by the Court. Utah Code § 81-4-406.

2. The Stipulation is approved, adopted, and incorporated into this Decree. To the extent any term of the Stipulation is not expressly restated below, it is nonetheless binding on the parties as an order of this Court.

B. Custody

3. The parties are awarded joint legal custody and joint physical custody of the parties' minor child, Z.B.W., born June 2023. Respondent is awarded 115 overnights per year and Petitioner is awarded 250 overnights per year. Petitioner is designated the custodial parent for purposes of Utah Code § 81-1-101(3).

4. The Parenting Plan filed concurrently herewith is approved and incorporated into this Decree. The parties shall comply with its terms. Utah Code §§ 81-9-203 and 81-9-205(1).

5. The parties shall jointly discuss all major decisions regarding the minor child's education, medical care, and religious upbringing. Each parent shall share his or her views and consider the other's input, and both shall consider the best interest of the minor child in making decisions. If, after a full discussion, the parents cannot agree, they shall meet together with a professional in the field of the dispute, if practicable. If they remain unable to agree after meeting with a professional, the parties shall attend mediation, each paying one-half of the cost. If the parties still cannot agree after mediation, Petitioner is awarded the authority to make a presumptive decision, and Respondent may seek review by the Court if he believes the decision is not in the minor child's best interest.

6. Both parents shall have direct access to all school reports, including preschool and daycare reports, and to the minor child's medical records. Each parent shall notify the other immediately in the event of a medical emergency involving the minor child.

C. Parent-Time

7. Respondent shall exercise parent-time every other weekend from Friday until Monday morning, and one mid-week overnight in the opposite week. Respondent shall notify Petitioner at least 48 hours in advance of the mid-week overnight he will exercise. Both parents shall notify the other of any needed change in parent-time at least 48 hours in advance. The parties shall be flexible and liberal with parent-time based on Respondent's work schedule.

8. The parties shall follow the holiday and extended parent-time schedule set forth in Utah Code § 81-9-303, including the holiday schedule incorporated therein, with Respondent receiving the schedule designated for the non-custodial parent.

D. Child Support

9. Respondent shall pay Petitioner child support of \$900.00 per month beginning January 1, 2026. This amount is an upward deviation from the Utah Child Support Guidelines, negotiated and agreed to by the parties, and is supported by the written findings in the Findings of Fact and Conclusions of Law entered herewith. The guideline base child support award, based on Petitioner's gross monthly income of \$5,000.00, Respondent's gross monthly income of \$8,000.00, and the joint physical custody adjustment for Respondent's 115 overnights under Utah Code § 81-6-206, is \$738.00 per

month. The Joint Physical Custody Child Support Worksheet is attached hereto as Exhibit

A.

10. Child support is due one-half on the 5th day and one-half on the 20th day of each month.

11. Child support shall continue until the minor child turns eighteen years old or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or until the child dies, marries, enters the armed forces of the United States, or is emancipated, in accordance with Utah Code § 81-6-213.

12. Child support may be enforced through income withholding pursuant to Utah Code Title 81, Chapter 6, and Title 26B, Chapter 9, and either party may apply to the Office of Recovery Services for collection and enforcement services.

E. Health Insurance and Medical Expenses

13. Respondent shall provide health insurance for the minor child if insurance is offered to him through his employer at a reasonable cost. The parties shall equally share the cost of the minor child's portion of the medical, dental, and vision insurance premiums. Respondent shall provide Petitioner a copy of the insurance card as soon as he receives it and shall provide documentation of his out-of-pocket cost for the minor child's premiums. Utah Code § 81-6-208.

14. The parties shall equally share the cost of all medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay, and deductible expenses incurred on behalf of the minor child and not covered by insurance. A parent who incurs such an expense shall provide the other parent written verification of the cost within thirty (30) days of

payment. The incurring parent shall be reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent. Utah Code § 81-6-208.

F. Child Care Expenses

15. The parties shall equally share the cost of any work-related or education-related child care. A parent who incurs such an expense shall provide the other parent written verification of the cost within thirty (30) days of payment. The incurring parent shall be reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent. Utah Code § 81-6-209.

G. Extracurricular Activities

16. Neither parent shall enroll the minor child in an extracurricular activity without first discussing the activity with the other parent. If the parents agree on the activity in writing, each shall pay one-half of the cost and shall ensure the minor child attends the activity during his or her parent-time. If the parents do not agree, one parent may enroll the minor child in the activity, but the other parent has no obligation to pay for the activity or to make the minor child available for it during that parent's parent-time.

H. Child Tax Benefits

17. Respondent is awarded the child tax benefits for the minor child for the 2024 and 2025 tax years. Beginning with the 2026 tax year, Petitioner is awarded the child tax benefits for 2026 and all even-numbered tax years thereafter, and Respondent is awarded the child tax benefits for the 2027 tax year and all odd-numbered tax years thereafter. Respondent must be current in his child support obligation as of December 31 of any year

in which he intends to claim the child tax benefits. Each party shall execute any form required by the Internal Revenue Service to give effect to this paragraph.

I. Alimony

18. No alimony is awarded to either party. Each party waives any claim to alimony from the other, now and in the future.

J. Real Property

19. Petitioner is awarded the condominium located at 661 E. Cobblestone Drive, Midvale, Utah, together with all equity therein, as her sole and separate property, free and clear of any claim by Respondent. Respondent waives any claim to the condominium or its equity. To the extent Respondent holds any record interest in the condominium, he shall execute a quitclaim deed conveying that interest to Petitioner within thirty (30) days of entry of this Decree.

K. Personal Property, Vehicles, and Financial Accounts

20. Each party is awarded the personal property in his or her possession as his or her sole and separate property.

21. Each party is awarded the vehicle in his or her possession, together with any debt thereon, and shall hold the other harmless therefrom.

22. Each party is awarded the financial accounts held in his or her own name.

L. Debts

23. There are no joint or marital debts to assign or divide. Each party shall be solely responsible for any and all debts in his or her own name and shall indemnify and hold the other harmless therefrom.

M. Settlement Payments

24. As a final settlement, Respondent agreed to pay Petitioner a total of \$23,997.00 in six installments between July 11, 2025 and December 10, 2025. Respondent has paid Petitioner the full settlement sum of \$23,997.00, and that obligation is satisfied in full. No further settlement payment is owed.

25. These payments resolve in full any past-due child support or alimony arising from the temporary orders proceedings in this action (heard June 19, 2025), the allocation of debt, attorney fees, and any interest Respondent may have in the Midvale condominium. Any temporary child support or alimony obligation arising from the temporary orders proceedings is terminated and satisfied, and neither party has any further claim against the other on those matters.

N. Mutual Restraints

26. Each party is mutually restrained from harming, harassing, or threatening the other.

27. Each party is mutually restrained from going to the other party's home or place of business without the prior consent or invitation of the other party, except for parent-time exchanges.

28. Each party is restrained from consuming alcohol to excess, from using illegal drugs, and from using prescription drugs in a non-prescribed manner during his or her parent-time.

O. Life Insurance

29. Each party shall obtain and maintain a life insurance policy with a death benefit of \$280,000.00 or more, naming the minor child as beneficiary, and shall provide proof of coverage to the other party upon request.

P. Name Restoration

30. Petitioner may be restored to her maiden name of Hamme if she so chooses, and any governmental agency shall honor this Decree as authority to change her name accordingly.

Q. Future Disputes

31. The parties shall return to mediation to address any future issues before filing an action with the Court, except in an emergency requiring immediate court intervention to protect the minor child.

R. Higher Education

32. The parties shall cooperate in trying to fund an account for the minor child's higher education.

S. Attorney Fees and Costs

33. Each party shall pay his or her own attorney fees and costs incurred in this action.

T. General Provisions

34. The Domestic Relations Injunction entered in this action pursuant to Utah Rule of Civil Procedure 109 is dissolved upon entry of this Decree, except to the extent its terms are restated in this Decree.

35. Each party shall execute and deliver any document reasonably necessary to carry out the terms of this Decree. If a party fails to do so within fourteen (14) days of written request, the Court may appoint the Clerk of the Court or another person to execute the document on that party's behalf pursuant to Utah Rule of Civil Procedure 70.

36. The Court retains jurisdiction over the parties and the minor child to enforce and, upon a proper showing, modify the terms of this Decree.

— END OF ORDER —

The Order of the Court is stated above. The Court's electronic signature and the date of entry appear at the top of the first page of this document, in accordance with Utah Rule of Civil Procedure 10(e) and the Utah Courts' electronic-filing conventions. No signature line for the Court appears below.

APPROVED AS TO FORM:

MICHAEL K. JONES (5298)
Attorney for Petitioner

/s/ Nathan J. Carroll
NATHAN J. CARROLL
Attorney for Respondent

NOTICE TO PARTIES

Under Utah Rule of Civil Procedure 7(j)(4), a party may object to the form of a proposed order by filing a written objection within seven (7) days after the proposed order is served. This proposed Decree of Divorce was served on Petitioner's counsel on September 2, 2026. The seven-day objection period expired on September 9, 2026, and no objection was filed. This Decree of Divorce is therefore ripe for decision, and the Court may sign and enter it without further notice or hearing.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of September, 2026, I caused a true and correct copy of the foregoing proposed Decree of Divorce to be served upon the following via the Utah Courts electronic filing system and by email:

Michael K. Jones
Law Office of Carr|Woodall, LLC
1309 W. South Jordan Parkway, Suite 200
South Jordan, Utah 84095
mikejones.attorney@gmail.com
Attorney for Petitioner

/s/ Nathan J. Carroll
NATHAN J. CARROLL