The Order of the Court is stated below:
Dated: October 06, 2026 10:23:10 AM **/s/** AMBER M. METTLER
District Court Judge

1David C. Blum #7814
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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR

SALT LAKE COUNTY, STATE OF UTAH

In the matter of the marriage of: AMY D. JOHNSON, Petitioner, and KALVIN A. JOHNSON, Respondent.	**DECREE OF DIVORCE** Civil No. 254902408 Judge Amber Mettler Commissioner Joanna Sagers

THE ABOVE-CAPTIONED MATTER having come before the court for trial on June 16, 2026, the Honorable Amber M. Mettler presiding. Petitioner was personally present and represented by David C. Blum. Respondent was personally present and represented himself. The Court, having heard the testimony of the parties and being otherwise fully advices in the matter, entered its Findings of Fact and Conclusions of Law on September 14, 2026. Based there, **IT IS HEREBY ORDERED:**

1. Petitioner is granted a divorce on the grounds of irreconcilable differences.

CUSTODY AND PARENT-TIME

2. Two children have been born as issue to these parties, to wit: Gracie, born February 2015, Jackson, born November 2021.

3. Petitioner is awarded sole physical and legal custody of the minor children with no in-person or virtual parent-time awarded to Respondent unless the parties agree otherwise. If and when Respondent is released from prison and one or both children are still minors, if the parties are unable to agree on a reunification plan and/or parent-time schedule, one or both parties should file a petition to modify.

4. Respondent is permitted to send letters to the Minor Children; however, any letters

must be sent through a counselor/therapist who will read the letter(s) before the letter(s) are provided to the Minor Children so that the counselor/therapist can determine how much, if any, of the letter(s) should be shared with the Minor Children. The counselor/therapist should be chosen jointly by the parties, and if they cannot agree, Petitioner will have final say. If the costs of the counselor/therapist(s) are not covered by insurance, all costs will be paid by Respondent.

5. Whether the Minor Children have contact with Respondent's father, mother, and/or step-father, including the nature and amount of any such contact, is up to Petitioner. None of these individuals is a party to this case.

CHILD SUPPORT

6. Petitioner is presently employed and has an average gross monthly income of $5,375.00 per month.

7. Respondent is presently incarcerated and unemployed and earns $0.00 per month.

8. Based upon the parties' incomes and the Utah Child Support worksheets, Petitioner should be awarded child support of $30 per month beginning the month following entry of the decree.

a. This on-going base child support amount should continue until (1) a Minor Child reaches the age of 18 years or graduates from high school in their normal and expected year of graduation, whichever occurs later, or (2) a Minor Child dies, marries, becomes a member of the arms forces of the United States, or is otherwise emancipated or self-supporting, unless they are incapacitated from earning a living and, if able to provide some financial resources to the family, is not able to support themselves by their own means. Utah Code Ann. § 81-6-101(7).

b. The sole custody worksheet was used in calculating the child support in this matter. Amy's base child support amount is $1,227 per month. Kalvin's base child support amount is $30 per month. If the physical living arrangements of a child changes from what is ordered (not including temporary changes for parent-time or visitation), then pursuant to Utah Code Ann.§ 81-6-205 a parent whom the child is not residing with is required to pay to whomever the child is residing with the amount of support set out above for that parent and described as "the base child support amount." The parent should automatically begin paying this base support amount without the need

to modify this child support order.

c. Pursuant to Utah Code Ann. § 81-6-211, the base child support award should be reduced by 50% for a Minor Child for time periods during which such Minor Child is with the non-custodial parent by court order or written agreement signed by the parties for at

least 25 of any 30 consecutive days. The base child support award should be reduced by 25% for a Minor Child for time periods during which such Minor Child is with the non-custodial parent by court order or written agreement signed by the parties for at least 12 of any 30 consecutive days. Normal parent-time and summer or holiday parent-time with the custodial parent should not be considered an interruption of the consecutive day requirement for the non-custodial parent. If a Minor Child is a recipient of public assistance as defined in Utah Code Ann. § 26-B-9-101, any agreement by the parties for reduction of child support during extended parent-time should be approved by the Office of Recovery Services.

d. Unless the parties agree otherwise, all monthly payments of child support are due on the 1st day of each month in accordance with Title 26B, Chapter 9, Recovery Services and Administration of Child Support. Utah Code Ann.§ 81-7-102(1).

e. The person entitled to receive child support is entitled to mandatory income withholding relief, and any Federal and State tax refunds or rebates due the noncustodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. See, e.g., Utah Code Ann. § 81-6-202(1 O)(f). This income withholding procedure should apply to existing and future payers. All withheld income should be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support.

f. Any and all administrative fees and costs of income withholding assessed by the Office of Recovery Services should be paid by the party owing outstanding child support in addition to the base child support obligation.

g. Each of the parties is under mutual obligation to notify the other within twenty (20) days of any change in monthly income of 3 0% or more from the amount(s) set forth herein. See Utah Code Ann. § 81-6-212.

9. Each party shall be responsible for fifty percent (50%) of any and all work-related child care. A parent who incurs any work-related or education-related daycare expenses shall provide written verification of the cost and payment of any work-related or education-related daycare expenses to the other parent within thirty (30) days of payment. The other parent shall then make their portion of those payments or make arrangements to do so within 30 days of receipt of the documentation supporting required participation.

INSURANCE

10. Health care coverage for the medical expenses of their dependent child/ren, shall be as follows:

a. A parent shall provide insurance for the medical expenses of a minor child if insurance is available to that parent at a reasonable cost. Double coverage shall not required. If one parent desires double-coverage, he/she shall the secondary coverage at his/her sole expense.

b. If, at any point in time, a child is covered by the health insurance plans of both parents, the health insurance plan of (Parent's Name) shall be primary coverage for the child and the health insurance plan of (Other Parent's Name) shall be secondary coverage for the child. If a parent remarries and the child is not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health 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 child.

c. In determining which parent shall be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

i reasonableness of the cost;

ii availability of a group insurance policy;

iii. coverage of the policy; and

iv. preference of the custodial parent.

11. The parties shall equally divide the child/ren's cost of the insurance premium(s). This shall be calculated by dividing the premium amount by the number of persons covered to obtain a per-person amount.

12. The parties should equally pay any uninsured medical and dental expenses, including routine office visits, physical examinations and immunizations.

13. A parent who incurs medical or dental expenses for the parties' minor child/ren should provide written verification of the cost and payment of the expenses to the other parent within thirty (30) days of incurring such expense and reimbursement shall occur within thirty (30) days.

14. Pursuant to Utah Code §15-4-6.7:

(1) When a court or an administrative agency enters an order that provides for the payment of medical and dental expenses of a child as described in Section 26B-9-224 or 81-6-202, a provider who receives a copy of the order:

(a) at or before the time the provider renders medical or dental services to the child, and upon request from a parent, shall separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

(b) within 30 days after the day on which the provider renders the medical or dental service to the child, may not:

(i) make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or

(ii) make a negative credit report under Section 70C-7-107, or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order.

(2) (a) When a court enters an order that provides for the payment of school fees of a child in a separate maintenance action under Section 81-4-204 or in a divorce action under Section 81-4-406:

(i) a provider, who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request from a parent, shall separately bill each parent for the share of the school fee that the parent is required to pay under the order;

(ii) a provider, who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee, may not make a negative credit report under Section 70C-7-107, or report of

the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order; and

(iii) each parent is liable only for the share of the school fee that the parent is required to pay under the order.

(b) A provider may bill a parent for the parent's share of a child's school fee under an order described in Subsection (2)(a) regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee.

ALIMONY

15. Both parties are capable of providing for his/her own support and therefore no alimony should be awarded and forever waived.

REAL AND PERSONAL PROPERTY

16. There is no real property in need of division.

17. During the marriage, the parties have acquired various items of furniture, fixtures, appliances and household goods which have already been divided and each party is awarded the personal property in his/her possession including the Trailblazer and vacuum being awarded to Petitioner. Respondent shall sign all necessary documents to transfer the vehicle solely into Petitioner's name. If he fails to do so, this decree shall provide Petitioner the limited power of attorney to sign Respondent's name to transfer title into her name.

18. Attached to his answer, Respondent had a list of personal property he believed to be in Petitioner's possession. Petitioner represented that other than the vacuum and Trailblazer, she had delivered the items in her possession to Respondent's father. Should Petitioner discover

any more items on the list, she will make arrangements to have them picked up by someone on Respondent's behalf.

DEBTS

19. Each party should be responsible for any debts in his/her own name.

20. Any debts associated with real or personal property shall be paid by the party to whom the property is awarded.

21. Pursuant to Utah Code §15-4-6.5(3)(b), both parties should be authorized to provide notice to each creditor of the parties following the entry of the Decree of Divorce for the allocation of debts between the parties.

RETIREMENT AND INVESTMENT ACCOUNTS

22. The parties' should each be awarded their own retirement.

BANK ACCOUNTS

23. Each party should be awarded any bank account in his/her own name.

MISCELLANEOUS

24. Each party should be ordered to pay his or her own attorney fees.

25. Petitioner should be restored her maiden name of Phillips should she so desire.

26. Petitioner should be entitled to claim the minor children on her taxes each year.

27. Both parties should be restrained from bothering, harassing, annoying, threatening or harming each other at their place of residence or place of employment.

28. Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree.

29. In the event either party fails to perform his or her obligations under the Decree of Divorce, that person should be required to pay all costs and attorney fees of the other party incurred in enforcing the terms.

*****END OF ORDER*****

In accordance with URCP Rule 10(e), this Order does not bear a handwritten signature, but instead displays an electronic signature on the first page of this Order along with the court's seal and the date the order was executed.

CERTIFICATE OF DELIVERY

I certify that on September 14, 2026, I caused to be emailed a true and correct copy of the foregoing to:

Utah State Correctional Facility
Kalvin A. Johnson #268483
1480 N. 8000 W.
Salt Lake City, UT 84116

/s/ David C. Blum