The Order of the Court is stated below:
Dated: October 18, 2026 02:35:20 PM **/s/** ADAM T. MOW
District Court Judge

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

In the Matter of the Marriage of: SAVANNA LEE PERRITT, *Petitioner*, and JACOB COLTON PERRITT, *Respondent*.	**DECREE OF DIVORCE** Civil No: 264903130 Judge: Adam Mow Commissioner: Joanna Sagers

This matter came before the Court on Petitioner's Petition for Divorce in accordance with applicable Utah law, and pursuant to Petitioner' Motion for Default Judgment. Respondent's default certificate was entered on August 31, 2026, and the military service order was entered on

August 25, 2026. Petitioner's motion for default judgment was filed contemporaneously. The Court, having reviewed the pleadings and documents filed with the Court, and having entered its Findings of Fact and Conclusions of Law, for good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

JURISDICTION AND GROUNDS

1. **Residency:** Mother has been an actual and bona fide resident of Salt Lake County, State of Utah, for at least three (3) months immediately prior to the filing of this action.

2. **Marriage Information:** The parties were married on June 11, 2022, in Longview, Texas and have been husband and wife since that date.

3. **Grounds:** The parties have experienced irreconcilable differences in the marriage, rendering the continuation of the marriage impossible. Therefore, a divorce is granted to Mother, pursuant to *U.C.A.* § 81-4-405(1)(h).

JURISDICTION OVER MINOR CHILD

4. **Children:** The parties are the parents of two (2) children, namely:

   a. L.E.P., born November 2023.

   b. H.M.P., born August 2025.

5. For the following reasons the State of Utah has jurisdiction over the custody, support, and other issues related to the minor child in this action:

   a. **Home State:** The minor child has resided in Salt Lake County, State of Utah for more than six (6) months prior to the filing of this action and Utah is the home state of the minor children.

6. **Rule 100 Notice:** Mother is aware of a domestic violence case in the State of Utah in which protects Mother and the minor children from Father and includes a no contact order. Third Judicial District Herriman Justice Court, State of Utah, Case number 261300090, Judge Lisa Garner presiding. This criminal case involved domestic violence against Mother and included two charges for domestic violence in the presence of a child. Father entered a plea in abeyance on August 17, 2026.

7. Mother is not aware of any other current case in which a party or the party's child is a party to or the subject of a petition or order involving child support, parent-time, or child custody, including minor guardianship, adoption, or any similar child custody case.

8. Mother is not aware of any other currently filed criminal, delinquency, or protective order cases in any court in this State or any other state or country in which a party or the parties' child is involved.

9. Mother is not aware of any person who is not a party to these proceedings who has physical custody of the minor child or who claims to have custody or parent-time rights with respect to the minor child.

CHILD CUSTODY

10. **Legal Custody:** It is in the children's best interest that Mother be awarded sole legal custody of the minor children. Mother is awarded the same.

11. **Physical Custody:** Mother is designated as the primary custodian. Father will have parent-time as the parties can agree. If the parties are unable to agree, Father will be permitted to exercise parent-time consistent with *U.C.A.* § 81-9-304 when the children are under

the age of 5, and *U.C.A.* § 81-9-302 after both children reach age 5, with Father designated as the non-custodial parent.

12. **Supervision:** There are significant concerns with Father's mental health, domestic violence, and domestic violence in the presence of the children, which render him unsafe and unfit to be with the children without supervision. The Court orders that supervision be imposed during Father's parent-time until it is deemed safe and appropriate for him to do so. Father will be solely responsible for all costs associated with supervision.

13. **Psychological Evaluation:** Father must participate in an evaluation of his psychological, mental, and physical health. The full findings, diagnoses, and reports must be immediately delivered to Mother. Father must direct the evaluator to send the full report directly to Mother.

14. If Father's mental health problems resurface in the future, he already consents to the entry of a temporary restraining order limiting his parent-time and including supervision-related restrictions until it is deemed safe for him to resume regular parent-time.

15. **Holidays:** Holidays and extended summer parent time will be divided pursuant to *U.C.A.* § 81-9-302 with the clarification and changes specified herein, with Mother designated as the custodial parent. The statutory notifications for extended summer parent-time will be made by March 1 and March 15, respectively, replacing the dates in subsection (4). Father will only be permitted to exercise extended summer parent-time if he demonstrates that he is able to personally care for the children during this time.

16. The parties are encouraged to work together to trade parent-time to facilitate extended vacations throughout the year. Weekday parent-time that does not include an overnight

must be waived with advance notice. Compensatory time may be arranged in trade for parent time that is affected.

17. **Parenting Plan:** The parties acknowledge their joint-parenting relationship will continue for many years and it is in the best interests of the children to have a meaningful and quality relationship with both parents. In furtherance of that goal, the Court incorporates the following as a binding and enforceable parenting plan:

a. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.

b. The parent-time schedule will be utilized to maximize the continuity and stability of the child's life.

c. Each party understands the importance of exercising parent-time responsibly and consistently. Each must use his or her best efforts to ensure that such parent-time occurs as smoothly as possible. Each party must call the other if he or she is delayed for any reason.

d. Regular school hours must not be interrupted for a school-age child for the exercise of parent-time.

e. Neither parent-time nor child support may be withheld due to either parent's failure to comply with a court ordered parent-time schedule.

f. Mother's home is designated as the child's residence for school purposes.

g. Each parent is responsible for providing his or her own car seats and child restraints as applicable. Each parent is responsible for providing for the children's

physical, mental, and emotional needs. Each parent is required to provide seasonal clothes for the children during his or her respective parent-time.

18. **Decision Making:** As outlined above, it is in the children's best interests for Mother to have sole decision making authority for the children. Mother is awarded the same.

19. Regarding religious decisions, the parties have historically raised their children in The Church of Jesus Christ of Latter-Day Saints. The minor children will receive the customary ordinances and rites at the traditional ages, if they so desire. The children will attend the same congregation with Mother each Sunday and related activities, regardless of whose parent-time this falls on.

20. The children are permitted to attend therapy regardless of whose parent-time the appointment falls on. Both parents are responsible to transport the minor children to therapy during their respective parent-times. Mother may select a therapist and the parties will equally share the cost.

21. Any parental rights or duties not specifically addressed in the final Decree are retained by Mother.

22. **Dispute Resolution:** No dispute related to parental decision making or the parenting plan may be presented to the Court without a good faith attempt by both parents to resolve the issue through counseling or mediation. The parties will equally share the cost of any counselor or mediation to resolve a parenting dispute. If the Court finds that a parent has used or frustrated the dispute resolution process without good reason, the Court may award attorney's fees and financial sanctions to the prevailing parent.

23. If a parent fails to comply with a provision of the final Decree, the other parent's obligations will not be affected.

24. **Phone Communication:** The children must be able to contact the parents at any time upon request. If the children have a cell phone, tablet, or computer device, Mother will have full access to monitor and restrict their usage and track locations, including any parental protection applications.

25. **Exchanges and Transportation:** If supervision is lifted, Father will be responsible for all transportation and costs related to parent-time. Exchanges will take place curbside at Mother's residence. Father must remain inside his vehicle at all times. Father may also designate an appropriate third party to pick up the children if he will be able to personally be with the children within 30 minutes of the start of parent-time. The parties may move the exchange location by mutual agreement.

26. Father must enable Mother to view and access the GPS location of his vehicle during his parent-time.

27. **Restraints:** Each party is permanently restrained from discussing adult issues with the minor child, including finances, the status of this divorce case, or parent time issues, etc. The parties must not put the child in the middle. They must refrain from communicating with the other parent through the minor child.

28. Neither parent will use communication with the minor child as a way to unreasonably disrupt the parent-time of the other parent. Neither parent will interrogate the minor child about activities at the other parent's home

29. Each party is permanently restrained from saying or doing anything negative or derogatory against the other in the presence of the minor child. The parties must also remove the minor child from the presence of any other person making such statements.

30. The parties must not drink alcohol, use illegal drugs, or prescription drugs in a non-prescribed manner during parent-time. Both parties will control third parties in the presence of the child and prohibit them from drug use, excess alcohol use or becoming drunk in the presence of the minor child. The parties must remove the child from the presence of any third party who is using drugs, intoxicated on any substance, or consuming excess alcohol.

31. The parties must not operate any vehicle in which the child is a passenger if they are intoxicated, impaired by any substance, or have consumed any alcohol or unprescribed medication.

32. Both parties are restrained from exposing the minor child to adult content, material harmful to minors, or other content that would be inappropriate for the child depending on their age.

33. The parties must not introduce the minor children to any romantic partners until they have been in a committed romantic relationship for at least six (6) months.

34. The parties must not have romantic or unrelated adult guests spend the night while the children are present unless they are married.

35. The parties must take any mental health medications as prescribed by their respective doctors. Father has an affirmative duty and must notify Mother of any future diagnosis.

36. **Travel with the Child:** If either of the parties is going to travel overnight with the child, he or she must provide the other party with the following, prior to the intended travel:

a. Itinerary of travel dates;

b. Destination;

c. Places where the minor child or traveling parent can be reached; and

d. The name and telephone number of an available third person who would be knowledgeable of the minor child's location.

37. **Relocation:** If either party moves 150 miles or more from the children's current residence, the moving party will be required to provide 60-day notice of the intended relocation to the other party, pursuant to *U.C.A.* § 81-9-209. This notice must include a proposed parenting plan and a statement that the moving parent will not interfere with the other's parent-time. If the parties cannot agree on a new parent-time arrangement, either party may request court review consistent with *U.C.A.* § 81-9-209.

38. If either party relocates further away from the other, additional expenses for travel for parent-time will be paid by the parent who moved.

CHILD SUPPORT

39. The parties are receiving government assistance on behalf of the minor children, including Medicaid and WIC.

40. Father is capable of full-time employment and is imputed at a gross monthly income of $6,417.

41. Mother is employed with gross monthly income of $5,000.

42. It is reasonable and equitable that Father pays child support to Mother to be calculated using a sole physical custody calculator and in an amount in conformity with the Utah Uniform Child Support Guidelines and based on the parties' respective incomes. Based on the provided incomes, Father is ordered to pay monthly child support in the amount of $1,035.

43. Child support payments begin the first day of the month immediately following the filing of the petition for divorce, July 1, 2026. The monthly child support must 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.

44. This child support must continue until the minor child reaches 18 years of age or graduates from high school during their normal and expected year of graduation, whichever occurs later.

45. The withholding of the income of the Father is authorized if he fails to pay the obligation timely. If Father is more than 30 days delinquent in child support, Mother will be entitled to mandatory income withholding relief consistent with *U.C.A.* § 62A-11, parts 4 and 5. Father will be solely responsible for any associated costs.

46. Each party is obligated to notify the other within ten days of any significant change in monthly income. Child support must be modified to reflect these changes in income. The parties may follow the child support guidelines to agree upon a new child support amount beginning the following month. If the parties are unable to agree on the new incomes, they may modify child support.

47. If a child support order has not been issued or modified within the previous three years, a parent, legal guardian, or the office of recovery services may move the court to adjust the amount of a child support order, pursuant to *U.C.A.* § 81-6-212.

48. Upon receiving a motion to adjust the child support, the court shall taking into account the best interests of the child, determine whether there is a difference between the payor's ordered support amount and the payor's support amount that would be required under the guidelines, and if there is such a difference, adjust the payor's ordered support amount to the payor's support amount provided in the guidelines if the difference is 10% or more, the difference is not of a temporary nature, and the order adjusting the payor's ordered support amount does not deviate from the guidelines. A showing of a substantial change in circumstances is not necessary for an adjustment under this section.

49. A parent, legal guardian, or the office of recovery services may at any time petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. A change in the base combined child support obligation table set forth in *U.C.A.* § 81-6-304 and 305 is not a substantial change in circumstances for the purposes of this section.

50. For purposes of this section, a substantial change in circumstances may include the following: material changes in custody, material changes in the relative wealth or assets of the parties, material changes of 30% or more in the income of a parent, material changes in the employment potential and ability of a parent to earn, material changes in the medical needs of the child, or material changes in the legal responsibilities of either parent for the support of others.

51. If a substantial change has occurred, the Court shall adjust the ordered support amount to that which is provided for in the guidelines if there is a difference of 15% or more and the difference is not of a temporary nature.

52. **Health Insurance:** The minor children are in need of medical, vision, dental, mental health, and orthodontic insurance. If it becomes unavailable at a reasonable cost, whichever party can obtain medical insurance with adequate coverage for the least amount will be responsible to maintain insurance coverage on behalf of the minor child. Both parents are responsible to provide this insurance for the minor child for as long as it is available at a reasonable cost.

53. While a dependent child is covered by the insurance plans of both parents, the insurance plan of Mother will be primary coverage for the dependent child and the insurance plan of Father will be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's medical insurance plan but is covered by a step-parent's plan, the insurance plan of the step-parent will be treated as if it is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent child. Both parties will provide verification of coverage upon initial enrollment of the dependent child, and thereafter, on or before January 2nd of each calendar year. The parties are required to provide notice of any change of insurance carrier, premium, or benefits within thirty calendar days of the change.

54. Each parent must give the other parent a duplicate insurance card to present to medical providers for care.

55. The parties must share all out-of-pocket costs of the premium actually paid for the child's portion of this insurance proportional to their gross incomes used to calculate child support. If both parents carry comparable insurance for the child that provide in-network coverage in the child's geographic area, each party will pay their own premiums, with no right of reimbursement.

56. The parties will share all reasonable and necessary uninsured and unreimbursed medical, vision, dental, mental health, and orthodontic expenses incurred for the minor child, including but not limited to deductibles and copayments proportional to their gross incomes used to calculate child support.

57. The parent who incurs these expenses for the minor child must provide written verification of the cost and payment of medical expenses to the other parent within 60 days of payment. The parent receiving verification of expenses incurred must reimburse the party who incurred the costs within 30 days of receiving verification.

58. **Division of Accounts:** Pursuant to *U.C.A.* §15-4-6.7, the parties will elect that a medical/dental, childcare or school expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce at or before the day on which the service provider first renders services or issues a bill of expenses related to the child.

59. **Child Care:** The parties must share equally any reasonable work-related child care expenses actually incurred, pursuant to *U.C.A.* § 81-6-209.

60. A parent who incurs child care expenses must provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

61. The other parent must begin paying their share on a monthly basis immediately upon receiving proof of the cost and identity of a child care provider.

62. The parent must notify the other parent of any change of child care provider or the monthly expense of child care within 30 days of the date of any change.

63. A provider who receives a copy of the order before issuing a bill for a school fee or daycare cost, shall, upon request from either parent, separately bill each parent for the share of the school or daycare fee that the parent is required to pay under the order.

64. **Extracurricular Activities:** The parties must share equally any costs incurred for the child's participation in any extracurricular activities that the parties selected by Mother. For summer camps, the parties will coordinate to ensure each parent's time is fairly impacted. 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. Each party is responsible to ensure the children attend these activities, regardless of whose parent-time it falls on. If there is a change to the activity schedule, a parent is considered on notice of the change if he or she is notified at least 24 hours in advance of the schedule change.

65. **School Fees:** Each party is ordered to assume and be responsible for a percentage of any out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, school

lunches, etc.) proportional to their incomes. This includes private school tuition or undergraduate tuition incurred prior to the children reaching age 18. The children have consistently enrolled in private schools during the marriage. The party incurring the out-of-pocket school expense must 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.

66. **Secondary Education Fees:** Each parent must contribute $500 per year into a college savings account for each minor child, paid by August 15th of each calendar year. Mother will have full access to monitor and manage these accounts. This will be delivered to each child when the child graduates from high school.

67. **Tax Dependency:** The parties will alternate years claiming the minor children for purposes of federal and state taxes. When there is an even number of children, the parties will each claim an equal number of children. When there are an odd number of children for a tax year, Mother will claim the child in odd years, and Father will claim the child in even years. If Father is not current on all support obligations as of December 31st, Mother will be entitled to any child tax benefit for that particular year.

68. **Life Insurance:** Father is ordered to maintain in force a policy of insurance on his life, having a benefit payable on death in the sum of $1,000,000.00, naming the minor children as the ultimate beneficiaries and Mother as Trustee for the benefit of the minor children, until each child has attained the age of 18 years or graduates from high school in the child's normal and expected year of graduation, whichever last occurs. Further, Father is ordered to provide

proof to Mother annually that such insurance is in full force effect, as set forth above. Copies of the pertinent provisions of the Decree must be provided to the life insurance company, and the beneficiary designation must not be changed: without a subsequent court order or written stipulation of the parties.

69. **Spousal Support:** Both parties are employed full-time, or capable of working full-time based on their education, skills, and past work experience. Each party is capable of supporting themselves, and neither has a need for support. Accordingly, no spousal support is awarded.

PROPERTY

70. **Real Property:** The parties acquired no real property during the marriage.

71. Prior to the marriage, Mother owned multiple real property interests, including the home. Father is ordered to immediately vacate the marital residence. The Court orders that this real property and all other real property interests remain her sole and separate property.

72. **Personal Property:** Any personal property and vehicles obtained by either party prior to the marriage will remain his or her sole and separate property and be awarded to that party.

73. Any gift or inheritance received by either party at any time will remain his or her sole and separate property and be awarded to that party.

74. The parties acquired various items of personal property during the course of the marriage. Each party is awarded any personal property purchased with that party's own funds. Mother is awarded the 2007 Mazda 6.

75. Any property obtained by either party after the date of filing of the petition for divorce will remain his or her sole and separate property. The parties have already divided the remaining property items, and are awarded the property in his or her possession.

76. **Business Interests:** Each party is awarded any business interests in that party's own name, free and clear of any claim from the opposing party.

77. **Financial Interests:** Financial and investment interests, if any exist, are awarded to the party whose name appears on the account.

78. **Bank Accounts:** The parties retained generally separate accounts throughout this short marriage. Prior to the marriage, Mother owned bank accounts; those accounts, and all funds in those accounts, are Mother's separate property, and this Court enters this order confirming the same. Any joint account must closed with the balance divided equally. The parties are ordered to cooperate to close all joint accounts within 30 days.

79. **Retirement Accounts:** Retirement accounts, if any exist, are awarded to the party whose name appears on the account.

80. **Debts:** Any debts or obligation arising prior to the marriage remain the responsibility of the party who incurred the debt or obligation. Outstanding debts, if any exist, are awarded to the party whose name appears on the debt.

81. Both parties are required to indemnify and hold the other party harmless from any loss or liability related to any debt for which they are responsible for under the final Decree of Divorce.

82. **Name Change:** Mother is entitled to return to the use of her former name, Savanna Franceen Lee Ferguson, should she so desire.

83. **Attorney's Fees and Costs:** Each party is responsible to pay for their own fees and costs.

84. **Non-Dissipation:** Each party is prohibited and restrained from transferring, encumbering, concealing, selling, or otherwise disposing of any of the joint, common or marital property of the parties, or any property which is the subject of a claim of marital interest, without written consent of the parties or the permission of the Court.

85. **Mandatory Divorce Education/Orientation Courses:** Pursuant to *U.C.A.* § 81-4-402, both parties are required to attend the Divorce Orientation and Education for Parents Courses within 30 days of the filing of this action.

86. **Restraints:** Each party is permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other at any time or in any place.

87. The parties are permanently restrained from defaming, slandering, or making false public statements about the character or reputation of the other party.

88. The parties must keep their communication civil and respectful at all times, profanity and threats of violence are never considered civil or respectful.

89. The parties must limit their communication to written means through a co-parenting application. Each parent is responsible for their own costs to subscribe to the application. The parties must only communicate through phone calls or texts if there is an emergency involving the health and safety of the minor children.

90. Both parties are restrained from using the likeness, identity, or information of the other to access or create accounts.

91. Each party is ordered to execute and deliver to the other such documents as are required to implement the provision of the decree of divorce entered in this case by the Court. Should a party fail to execute a document within 60 days of entry of a divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure.

92. Each party is ordered to provide a certified copy of the final Decree of Divorce and any modifications to all creditors pursuant to *U.C.A.* §15-4-6.5 and to effectuate compliance with these statutes.

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SIGNATURE OF COURT IN UPPER RIGHT CORNER