The Order of the Court is stated below:
Dated: October 22, 2026 09:27:31 AM **/s/** DEREK WILLIAMS District Court Judge

Sheri L. Throop (14499)
357 S 200 E Suite 103
Salt Lake City, UT 84111
Sheri@SaltLakeFamilyLaw.com
(801) 748-1502
Attorney for Petitioner

In the District Court of Utah

Third Judicial District, Salt Lake County

In the Matter of the Marriage of **MARCUS SINGLETON**, Petitioner and **KIRSTEN RUTHER**, Respondent	**DECREE OF DIVORCE AND JUDGMENT** Civil No. 264904793 Judge Derek Williams Commissioner Kim M. Luhn

The above-entitled matter came before the Honorable Derek Williams. The Petitioner was represented by Sheri L. Throop. Respondent was represented by Susan Morandy. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, hereby enters the following:

ORDERED, ADJUDGED AND DECREED:

1. The Parties are hereby awarded a Decree of Divorce from each other, dissolving the marital relationship between them, such to become final upon signature and entry herein.

Information Relating to the Children of the Parties

2. There have been two children born as issue of this marriage:
    a. AMS, born September 2015.
    b. RGS, born December 2020.
3. There are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court pursuant to Utah R. Civ. P. 100.
4. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. § 81-11-101 et seq. in that Utah is the home state of the minor children at the time of commencement of this proceeding.

Child Custody and Parent-time

5. Both parties shall be awarded joint legal custody and joint physical custody of the minor children pursuant to the parenting plan below.

Parenting Plan

Custody Provisions

6. Custody and residency shall be exercised as the parties agree. If the parties do not agree, they shall exercise parent-time in accordance

with Utah Code Ann. § 81-9-305, with Petitioner having custody of the children on Monday and Tuesday, Respondent having custody Wednesday and Thursday, and alternating which parent has custody from Friday through Monday morning. The parties shall continue this schedule during the summer school break.

7. If the parties agree, each party may request a two-week period of uninterrupted parent time. Notice shall be provided at least 30 days in advance of the requested uninterrupted parent-time.
8. Regardless of the above schedule, the holiday provisions contained in Utah Code Ann. § 81-9-305 will take priority over any other rights to custody or residency. For the purposes of this paragraph, Respondent shall be considered the custodial parent, and this designation will not be changed, regardless of any change in custody. This is intended to make sure that the holiday schedule remains the same.

Decision-Making Authority and Future Disputes Provisions

9. Emergency decisions shall be made by the parent with physical custody of the child at the time of the emergency.
10. Disagreements about issues not covered by an applicable order or statute shall be discussed between the parties, and the reasonable best interests of the minor children will be the basis on which decisions are made at all times.

11. In the event that the parties are unable to agree to a resolution of an issue, they shall seek input from a neutral professional with experience in the field of the issue. For example, for medical issues a pediatrician could provide input, for educational issues a teacher or therapist could provide input. If the parties are still unable to agree, they shall attempt to mediate the issue(s). If mediation does not resolve the issues, the parties will resolve the issue with the Court, by motion. During this process, the status quo will remain in place.

Additional Co-Parenting Provisions

12. The party beginning their parent time shall be responsible for transportation.

13. When transporting the children, each party will be at the appointed place at the time the parent is to receive the child, and have the child ready to be picked up at the appointed time and place, or have made reasonable alternate arrangements for the other parent to pick up the child. Unless otherwise agreed, exchanges will occur at the children's school when school is in session or at a party's home.

14. The parties will utilize a shared calendar to keep each other informed of all significant school, social, sports, and community functions in which a child is participating or being honored, and the other parent shall be entitled to attend and participate fully.

15. Pursuant to Utah Code Ann § 81-9-202(19), for emergency purposes, whenever any child travels and will be away for more than 2 nights, all of the following will be provided to the other parent:

    a. an itinerary of travel dates;

    b. destinations;

    c. places where the 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 child's location.

16. Each parent shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

17. Each parent shall provide the other with the parent’s current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change or knowledge of an impending change.

18. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available.

19. The parties shall use Bear Essential day care for all day care needs, unless they agree to other surrogate care providers. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent.

20. Special consideration shall be given by each parent and trade time to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

Notice and Parent-Time Responsibilities in the Event of the Relocation of Either Party

21. In the event that either party relocates, said party shall provide notice to the other party of the relocation as soon as practicable, but no less than 60 days prior to the relocation. If it is not possible to provide the full 60 day notice, notice shall be given as soon as is practicable. The notice shall be pursuant to §81-9-209.

22. ***Mutual Restraining Order***: The parties are mutually restrained from doing the following:

a. All communications between the parties will be civil, and will be only about the children. Except in

cases of emergency, the parties will communicate in writing, such as text, email, or a parenting app.

b. The parties must not say or do anything that would tend to diminish the love and affection of the minor children for the other party.

c. The parties must not harass or threaten each other or the minor children.

d. The parties must not make disparaging remarks to one another or about one another in the children's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other, whether one believes it to be true or not.

e. The parties must not speak with the children about litigation between the parties or the issues of this matter in any way, shape, or form.

f. The parties must not attempt to influence the children's preference regarding custody or parent-time.

g. The parties must not make parent-time arrangements through the children.

h. When the children are under either party's care, that party will not drink to excess or use any drugs in a manner not compatible with a doctor's prescription.

i. The parties must not post any stories, pictures, or statements about the other party on any website, blog, or social media site.

j. When the children are under either party's care, that party has an affirmative duty to use their best efforts to prevent third parties from doing what the parties themselves are prohibited from doing under all of the aforementioned mutual restraints. In the event that they are unsuccessful, that party must remove the children from the presence of those third parties.

Miscellaneous Provisions

23. Prior to obtaining any affirmative relief regarding modification of custody or of the parenting plan, the parties will attempt to resolve the issues through mediation. This will not apply in an emergency. The parties may file pleadings or other paperwork prior to mediation to frame the issues or otherwise protect potential rights, but no hearing will be scheduled, nor will affirmative relief be granted.

24. The Court may review the allocation of costs and attorney fees if the Court determines that the right to request mediation is being inappropriately used. Examples of inappropriate use include intention to harass or annoy, to use the financial consequence of mediation to inappropriately pressure the other party to reach an agreement, or choosing a mediator that is not financially compatible with the parties' financial capabilities.

25. Mediation may be waived if both parties agree in writing that none of the issues can be resolved in mediation.

End Parenting Plan

Provisions Relating to Support Payments

26. Petitioner is employed at Steel Encounters, earns $41.70 per hour, works 40 hours per week and therefore grosses $7228 per month.

27. Respondent is employed at SalonCentric, earns $27.29 per hour, works 40 hours per week and therefore grosses $4730 per month.

28. Pursuant to Utah Code Ann. 81-6-202 et seq. Petitioner is ordered to pay child support to commence October 2026.

29. Base child support for the minor children of the parties is $214 per month pursuant to the Uniform Child Support Guidelines.

30. As a result of the joint physical custody and pursuant to U.C.A. §81-6-101 both parents shall contribute to the expenses of the children in addition to paying child support by maintaining sufficient clothing and personal items at the individual houses to meet the needs of the kids while they are with the parent. Any necessary educational expenses shall be shared equally, with each party paying their portion directly to the educational institution. If the parties agree to enroll a child in an extracurricular activity in writing (email, text, etc), then they shall share the expense of the extracurricular activity. Consent will not be unreasonably withheld, but the finances and time constraints of the parties are always relevant considerations.

31. The parties agree that they shall continue to each pay one-half of RGSs gymnastic extracurricular activity.

32. Pursuant to Utah Code Ann. 62A-11-502 the obligor parent (non-custodial parent) shall make child support payments directly to the obligee parent (custodial parent) by Venmo. However, any party may subsequently pursue income withholding through the Office of Recovery Services if either the obligor or the obligee requests. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be reimbursed to Respondent in addition to the base child support obligation.

33. Pursuant to Utah Code Ann. §81-7-102 support shall be payable 1/2 by the 5th day of each month and 1/2 by the 20th day of that month. Child support shall be considered delinquent the next day.

34. When a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted beginning the month after the event. The adjustment will reflect the base combined child support obligation pursuant to the uniform child support guidelines for the remaining number of children due child support. The income used for the purpose of adjusting the support shall be the income of the parties at the time of the entry of the most recent child support order.

35. Pursuant to Utah Code §81-6-212, the parties have a right to adjust this child support order by motion after 3 years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not a of temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code 62A-11-306.2, if the children receive TANF funds at the time an adjustment is

sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

36. Pursuant to Utah Code § 81-6-212, either party has a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of a child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

37. The parties agree to exchange financial and insurance verification by January 31 of each year to determine whether the adjustment of a child support award is warranted.

Provisions Relating to Health Insurance

38. Pursuant to Utah Code Ann. 81-6-208, if health insurance for the benefit of the minor children is available to either party, that party shall maintain said insurance so long as it is available at a reasonable cost.

39. Both parties will share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium 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 minor children of the parties in this case.

40. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties.

41. The parties agree to continue with the AMS's therapy and orthodontic treatments, with each party being responsible for one-half of the out of pocket costs associated therewith.

42. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services if applicable, upon initial enrollment of the dependent children, and thereafter on or before January 2, of each

calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

43. A parent who incurs unreimbursed medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

44. A parent incurring unreimbursed medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the verification provisions above.

45. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

46. In the event that there are two insurance policies for the minor children, the insurance plan of Petitioner is primary, and the insurance plan of Respondent is secondary, and neither party shall receive reimbursement for out of pocket insurance premiums from the other party.

Provisions Relating to Child Care Expenses

47. Pursuant to Utah Code Ann. 81-6-209, both parties shall share equally the reasonable work-related or career or occupational training related child care expenses of the minor children.

48. A parent may arrange ordinary childcare during his or her parenting time and shall be solely responsible for any costs incurred without reimbursement from the other parent. If daycare is necessary due to school not being in session or for the summer break, both parents are responsible for splitting the cost equally. The parties shall continue using Bear Essentials daycare for RGS., unless the parties agree in writing to a different day care provider.

49. Each shall pay his or her share of child care expenses immediately upon presentation of proof of the child care expense.

50. The parent who incurs child care expenses shall 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. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

51. The parent to whom written verification is provided shall reimburse the parent who incurred the child care expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

52. Verification must include (1) the name of the care provider, (2) the name of the child or children receiving care, (3) the dates covered by the verification, and (4) the cost of the childcare.

Provisions Relating to Debts and Obligations

53. During the course of this marriage, the parties acquired a lease on a Kia Vehicle. Respondent shall be solely responsible for the lease payment, holding Petitioner harmless therefrom.

54. All remaining debts and obligations shall be the responsibility of the party who incurred the particular debt.

Provisions Relating to Personal Property

55. During the course of the marriage relationship, the parties acquired certain items of personal property.

56. The Petitioner shall cooperate in removing his name from Respondent's bank accounts. Each party is awarded all bank accounts held in their separate name.

57. Respondent is awarded the MACU (5315) Money Market account. Respondent shall leave $1000 in the account be used

towards the repairs to the home as delineated below. When the repairs are completed, Petitioner will provide receipts of items purchased to Respondent. Any amounts remaining are awarded to Respondent.

58. The parties agree that Respondent shall put Petitioner's known personal property into the garage. Petitioner shall pick up all items including his tools and camping gear with in two weeks. If Petitioner desires any further property from the home, he shall provide a list to Respondent.

59. The Respondent is awarded the Kia vehicle as her sole and separate property, free of all tight, title, interest, and claim of the Petitioner, and subject to the outstanding obligation owing thereon.

60. All remaining personal property shall be awarded to each of the parties as they have heretofore divided it.

Provisions Relating to Real Property

61. During the course of the marriage, the parties acquired a home located at 4519 S Ebony Ave, Taylorsville, UT 84123.

62. Respondent shall be awarded the home and real property as Respondent's sole and exclusive property.

63. Petitioner will complete the agreed upon repairs (soffit, fascia, rain gutters, façade above front door and window, butcher block in laundry room) to the house by October 15, 2026.

64. Upon the completion of home repairs as set forth above, Respondent shall pay Petitioner $22,000 for his share of the equity and other compromises herein.

65. Respondent shall assume the outstanding first mortgage obligation by December 31, 2026, to remove Petitioner's name from the underlying first mortgage obligation. If Respondent is unable to assume the underlying first mortgage obligation by December 31, 2026, the house shall be immediately listed for sale and sold. If the home is sold, Respondent does not owe Petitioner $22,000 as his portion of the equity, the second mortgage would be paid off with the home sale, and the parties would equally divide any equity remaining after costs of sale. Further, the division of retirement accounts would be revised as stated below.

66. Petitioner shall pay the second mortgage payment to MACU for the month of September 2026.

67. Both parties shall execute any necessary documents for the listing and sale of said real property.

Provisions Relating to Alimony

68. Neither party shall be awarded alimony.

Provisions Relating to Pension and Retirement Related Assets

69. Each party has acquired pension and/or profit sharing plans or other retirement benefits during the course of the marriage. The parties will retain their own benefits, with neither party being entitled to any portion of the any benefit from the other party.

70. Should the house be sold because the Respondent could not complete the assumption by December 31, 2026, the parties will divide their retirements such that each party is awarded one-half of the benefits accrued pursuant to such plans during the period of the parties' marriage from the date of marriage until the date of the entry of the Decree of Divorce herein.

71. Should the retirement accounts require division, the parties will share the cost of preparing any DROs necessary, and will use Rori Hendrix or other mutually agreed upon professional to prepare the DROs.

Tax Exemptions

72. The parties will share the rights to claim the minor children as exemptions for the purposes of filing federal and state income tax returns as follows:

a. Petitioner is entitled to claim the following minor children as exemptions for the purposes of filing federal and state income tax returns:

- AMS born September 2015.

b. Respondent is entitled to claim the following minor children as exemptions for the purposes of filing federal and state income tax returns:

- RGS born December 2020.

c. When only one child may be eligible to be claimed for tax purposes, the parties will alternate who claims the remaining child, with Petitioner claiming the child for ODD tax years, and Respondent claiming the child for EVEN tax years.

73. A party must be current in their child support obligation in order to claim the tax exemption. pursuant to Utah Code Ann. § 81-6-210.

Attorney's Fees

74. Each party will assume his/her own costs and attorney's fees incurred in this action.

Other

75. For the purposes of the Soldiers' and Sailors' Civil Relief Act, 50 U.S.C. § 520, neither party is a member of the military.

76. The provisions of the Decree of Divorce shall be interpreted using the principles of good faith and fair dealing and principles of reasonableness as determined by the Court.

77. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

In accordance with the Utah State District Court eFiling standards No 4, and URCP 10(e), this Order 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 along with the court's seal and the date and time the Order was executed.

Approved as to form

/s/ Susan Morandy
Counsel for Respondent
(signed by Sheri L. Throop with permission
from Susan Morandy by email on September 18, 2026)

Certificate of Service

I certify that on October 15th, 2026, I caused the forgoing Decree of Divorce and Judgment to be served on the individuals below by the method noted, in accordance with Utah R. Civ. P. 5:

Susan Morandy
Via Electronic Filing

/s/ Sheri L. Throop