The Order of the Court is stated below:
Dated: October 29, 2026 01:33:22 PM **/s/** L DOUGLAS HOGAN
District Court Judge

JAIME TOPHAM (11782)

TOPHAM FAMILY LAW, PLLC

ATTORNEY FOR PETITIONER

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DISTRICT COURT OF THE STATE OF UTAH

THIRD JUDICIAL DISTRICT

TOOELE COUNTY

IN THE MATTER OF THE MARRIAGE OF:	**DECREE OF DIVORCE**
JERICHA MARIE JACKSON, Petitioner, and KELSEY LEE JACKSON, Respondent.	Case Number 254300036 Judge L. Douglas Hogan Commissioner Renee Blocher

The above-entitled matter came before the Court on Petitioner’s submission for

entry of the decree. The Court, having entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW, now hereby:

ADJUDES, ORDERS AND DECREES

1. Petitioner is granted a divorce from Respondent, the divorce to become final upon entry.

CHILDREN

2. The parties have one (1) minor child together, identified as follows: M.J.J., born March of 2013 (hereafter "Minor Child").

PARENTING PLAN

CUSTODY

3. Legal Custody: It is in the best interests of the Minor Child that Jericha and Kelsey be awarded joint legal custody.

4. Physical Custody: It is in the best interests of the Minor Child that Jericha be awarded sole physical custody.

PARENT-TIME

5. Parent-time is divided as the Parents can agree.

6. If the Parents are unable to agree upon their own parent-time schedule, the Parents shall follow the schedule designated in Utah Code Ann. § 81–9–302 if the parties reside within 150 miles of each other. If Kelsey resides more than 150 miles from Jericha, Kelsey's parent-time shall be in accordance with Utah Code Ann. § 81-9-209. Jericha is designated as the primary custodial parent.

7. Holidays: Holiday parent-time shall be as the Parents can agree. However, if the Parents are unable to agree, the Parents shall follow the schedule designated in Utah Code Ann. § 81-9-209 while Kelsey resides more than 150 miles from Jericha or as designated in Utah Code Ann. § 81-9-302 if the parties live within 150 miles of each other. Jericha is designated as the custodial parent for holiday parent-time purposes.

8. Virtual Parent-Time: Pursuant to Utah Code Ann. § 81–9–202(12), the Parents shall allow the Minor Child to communicate with the Parent not exercising parent-time any time the Minor Child desires and should give the Minor Child privacy during communication with the other Parent. The Parents shall not interfere with or monitor communication between the Minor Child and the other Parent.

9. Exchanges: Whenever possible, parent-time exchanges shall occur at school. If the Minor Child is not in school or if school is not in session, parent-time exchanges shall occur curbside.

10. Transportation: While Kelsey is residing more than 150 miles from Jericha, he shall be responsible for transportation during his parent-time. The parties shall share the summer parent-time transportation. If Kelsey is residing within 150 miles of Jericha, the Parent beginning their parent-time is responsible for picking up the Minor Child. When parent-time exchanges are to occur at school, the Parent whose parent-time is ending is responsible for dropping the Minor Child off at school.

11. Child Care Expenses: Each Parent is responsible for all non-work-related childcare expenses incurred while the Minor Child is that Parent’s care.

ALLOCATION OF DECISION-MAKING AUTHORITY

12. Emergency Decisions: Pursuant to Utah Code Ann. § 81–9–203(11)(c), either Parent shall be able to make emergency decisions affecting the health or safety of the Minor Child. A Parent, who makes an emergency decision, shall notify the other Parent of the decision as soon as reasonably possible.

13. Day-to-Day Decisions: Pursuant to Utah Code Ann. § 81-9-203(12), each Parent shall be able to make decisions regarding the day-to-day care and control of the Minor Child while the Minor Child is residing with that Parent.

14. Educational Plan: Pursuant to Utah Code Ann. § 81-9-203(11)(d), the following should apply:

a. Jericha's home is the Minor Child's home residence for purposes of identifying the appropriate school;

b. Both Parents shall work together- seeking the advice of relevant experts where possible - to make educational decisions in the best interests of the Minor Child. If the parties are unable to agree, Jericha has final decision-making authority subject to the dispute resolution process below; and

c. Both Parents shall have access to the Minor Child during school with both Parents having authority to check the Minor Child out of school.

15. Other Major Decisions: For all other major decisions involving the Minor Child, including medical and religious matters, both Parents shall work together- seeking the advice of relevant experts where possible - to make decisions in the

best interests of the Minor Child. If the Parents are unable to agree, Jericha has final decision-making authority subject to the dispute resolution process below.

DISPUTE RESOLUTION PROCESS

16. In the event that the Parents are unable to agree on a major decision involving the Minor Child, and to the extent Kelsey disputes the final decision made by Jericha, Kelsey may request mediation and the Parents shall be required to attend mediation before bringing the matter before the Court. Each Parent shall be responsible for half (1/2) of the cost of mediation. If the matter is later brought before the Court, the Court may, in its discretion, reallocate the cost of mediation.

RELOCATION AND TRAVEL

17. Relocation: If either Parent decides to move from the State of Utah or 150 miles or more from the residence of the other Parent, that Parent shall provide reasonable advanced written notice of the intended relocation to the other Parent pursuant to Utah Code Ann. § 81-9-209.

18. Travel: If either Parent desires to take the Minor Children for any overnight period from that Parent’s residence, the Parent shall provide a travel itinerary that complies with the provisions of Utah Code Ann. § 81-9-202(19).

ACCESS TO AND SHARING OF INFORMATION

19. The Parents shall exchange information concerning the health, education, and welfare of the Minor Child, and where possible, confer before making decisions concerning any of these areas in accordance with Utah Code Ann. § 81–9–202(10).

20. The Parents shall notify each other of any special events involving the Minor Child such as school activities, church activities, sports events, graduations, etc., so that each of the Parents have the option of attending the special event if possible.

21. The Parents shall keep the other parent informed as to their current residential address, home phone number, work phone number, cell phone numbers, email addresses, and other important contact information, including how to be reached in the event of an emergency.

MISCELLANEOUS PROVISIONS

22. The Parents shall treat each other with dignity and respect when in the presence of the Minor Child.

23. The Parents shall be polite and behave maturely during the exchanges of the Minor Child.

24. Whichever Parent is transporting the Minor Child, the other Parent shall be at the appointed time and place, and have the Minor Child ready to be picked up or have made reasonable alternative arrangements for the pick-up of the Minor Child.

25. Neither Parent shall be under the influence of illegal drugs or intoxicated when exercising parent-time with the Minor Child.

FINANCIAL SUPPORT OF THE MINOR CHILD

CHILD SUPPORT

26. Jericha is employed and earns $7,000.00 per month for child support purposes.

27. Kelsey is employed and earns $5,769.24 per month for child support purposes.

28. Kelsey shall pay child support to Jericha in the amount of $548.00 per month beginning October, 2026.

29. Payment of child support should be due 1/2 on the 5th of each month and 1/2 on the 20th of each month.

30. Support for the minor child shall terminate at the time: (1) the minor child becomes 18 years of age or graduates from high school during the minor child's normal and expected year of graduation, whichever occurs later, or (2) the minor child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 80, Chapter 7, of the Utah Code.

31. Each Parent shall notify the other Parent of any change in monthly income within thirty (30) days of the change occurring.

HEALTH AND DENTAL INSURANCE & EXPENSES

32. Pursuant to Utah Code Ann. § 81-6-208(3), the Parents shall provide medical, dental, and vision insurance for the Minor Child and shall do so as long as it remains available at their place(s) of employment at a reasonable expense. The Parents shall work together to ensure the Minor Child is provided the best available coverage at the most reasonable expense.

33. If, at any point in time, the Minor Child is covered by the health insurance plans of both Parents, the health insurance plan of Jericha should be primary coverage for the child and the health insurance plan of Kelsey should be secondary

coverage for the Minor Child. If a Parent remarries and the Minor 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 Minor Child.

34. If a Parent does not maintain insurance on behalf of the Minor Child, that Parent shall be responsible for one-half of the Minor Child’s medical, dental, and vision insurance premiums.

35. Pursuant to Utah Code Ann. § 81-6-208(9), at any time when the Parents are sharing the cost of the health, dental, and/or vision insurance premiums, the Minor Child’s portion of the premiums shall be a per capita share calculated by dividing the premium amount by the number of persons covered under the policy.

36. Pursuant to Utah Code Ann. § 81-6-208(3), the Parents shall divide equally all medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay, and deductible expenses that are incurred on behalf of the Minor Child not covered by insurance.

37. Pursuant to Utah Code Ann. § 81-6-208(10)(c), the Parent who incurs medical expenses shall provide the other Parent with written verification of the cost and payment of medical expenses to the other Parent within 30 days of payment.

38. Pursuant to Utah Code Ann. § 81-6-208(10)(d), the Parent who incurs 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 provide

written verification of the cost within thirty (30) days of payment, as set forth in Utah Code Ann. § 81-6-208(10)(c).

39. A Parent who incurs the medical expenses shall be reimbursed within thirty (30) days of providing verification of the cost and payment to the other Parent.

40. Pursuant to Utah Code Ann. § 81-6-208(10)(a), the Parent providing insurance shall provide verification of coverage to the other Parent upon initial enrollment of the Minor Child, and after initial enrollment, on or before January 2 of each calendar year. The Parent providing insurance shall notify the other Parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the Parent first knew or should have known of the change.

41. Pursuant to Utah Code Ann. §§ 15-4-6.7 and 81-3-105, when a court order has been entered providing for the payment of the Minor Child's medical expenses pursuant to Utah Code Ann. §§ 81-4-204 or 81-6-208, or an administrative order under § 62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a Parent who has paid in full that share of the medical, dental, and vision expenses required to be paid by that Parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. § 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 that share of the medical, dental, and vision expenses required to be paid by the Parent under the order.

42. Each Parent shall send a copy of the final Decree of Divorce to any creditor for a particular medical, dental, or vision expense of the Minor Child, notifying the particular creditor of that Parent's current address, and inform the particular creditor that it may not make a claim for unpaid medical expenses against that Parent if that Parent has paid in full that share of medical, dental, or vision expenses required to be paid by that Parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah law.

WORK-RELATED CHILD CARE EXPENSES

43. Pursuant to Utah Code Ann. § 81-6-209(1), Jericha and Kelsey shall equally share any work-related childcare expenses for the Minor Child. Absent a written agreement between the Parents, work-related childcare provided by family members or friends should be at no cost to the other Parent.

44. The Parents shall work together, where possible, to secure a single provider for any work-related childcare for the Minor Child.

45. Pursuant to Utah Code Ann. § 81-6-209(2)(a), a Parent shall begin paying that Parent's share of work-related childcare expenses on a monthly basis upon presentation of proof of the childcare expense. The Parents shall pay the provider directly, if possible.

46. If the childcare expense ceases to be incurred, that Parent is permitted to suspend making monthly payment while it is not being incurred, and is able to do so without obtaining a modification of the child support order.

47. Pursuant to Utah Code Ann. § 81-6-209(2)(c)(i), the Parent that incurs childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other Parent upon initial engagement of a provider and thereafter on the request of the other Parent.

48. Pursuant to Utah Code Ann. § 81-6-209(2)(c)(ii), the Parent that incurs childcare expenses shall notify the other parent of any change of childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

SCHOOL FEES

49. Absent a written agreement between the Parents, each Parent shall assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The Parents shall pay the school directly, if possible. If it is not possible, the Parent incurring the out-of-pocket school expense shall submit to the other Parent an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or of receiving the verification of the incurred expense.

50. If it is not possible to pay the school directly, the Parent incurring the out-of-pocket school expense shall be reimbursed by the other Parent within thirty (30) days of producing the school expense invoices, bills, receipts, and/or verifications.

EXTRACURRICULAR ACTIVITIES

51. Each Parent shall assume and be responsible for fifty percent (50%) of any out-of-pocket costs incurred for any mutually agreed-upon (in writing) extracurricular activities that the Minor Child may be involved in. In determining the Minor Child's extracurricular activities, the Parents should consider the best interests of the specific child. Neither Parent shall unreasonably withhold their consent for the Minor Child to participate in extracurricular activities. If a Parent chooses to not consent to the registration for a particular extracurricular activity, that Parent shall provide the other Parent with a written basis for why consent is not given.

52. The Parents shall pay the providers directly, if possible. If it is not possible, the Parent incurring the extracurricular activity out-of-pocket costs shall submit to the other Parent verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the receipt/invoice.

53. If it is not possible to pay the providers directly, the Parent incurring the extracurricular activity out-of-pocket costs shall be reimbursed by the other Parent within thirty (30) days of producing the extracurricular expense receipt or invoice. A Parent who incurs an expense for an extracurricular activity without receiving prior consent from the other Parent shall be solely responsible for that expense.

54. If a Parent enrolls the Minor Child in an activity without the other Parent's consent, the activity shall not infringe on the other Parent's parent-time and the enrolling Parent shall pay the full cost.

55. Both Parents shall be able to attend all of the Minor Child's extracurricular activities and the Parent who registers/signs up for the extracurricular activity shall

put the event on a co-parenting calendar within twenty-four (24) hours of receiving notice of the activity or any change.

CHILD TAX CREDIT

56. Commencing with the 2025 tax year, and so long as the Minor Child qualifies as exemptions, Jericha shall claim M.J.J. for all odd tax years. Commencing with the 2025 tax year, and so long as the Minor Child qualifies as exemptions, Kelsey shall claim M.J.J. for all even tax years.

57. Either Parent wanting to claim the Minor Child for a particular tax year must be current on all child support obligations by December 31 of said tax year in order to claim the Minor Child as a tax exemption.

OTHER TAX PROVISIONS

58. The parties had not filed taxes for the following tax years: 2023, 2024 and 2025. As of September 2026, the parties owed the IRS $68,746.17.

59. Jericha has filed her taxes for the years 2023, 2024 and 2025.

60. Jericha qualified for tax refunds for each year, but the IRS kept the refunds to pay the outstanding tax liens the parties owed for 2019 and 2020. The IRS withheld the following amounts from each year's tax refund:

a. 2023: $3,521.00 from Jericha's 2023 tax refund which was applied to the 2019 tax balance.

b. 2024: $6,498.00 from Jericha's 2024 tax refund which was applied to the 2019 tax balance.

c. 2025: $11,983.00 from Jericha's 2025 tax refund which was applied to two tax year debts, $4,665.18 to 2019 tax year debt and $7,317.82 for 2020 tax year debt.

61. Jericha has paid a total of $22,000.00 to the parties' past due tax debt.

a. The parties still owe the IRS $46,744.17 as of September 2026: $39,067.17 for tax year 2021 and $7,677.00 for tax year 2020.

62. Jericha shall assume, pay and discharge $12,373.85 of the IRS debt.

63. Kelsey shall assume, pay and discharge $34,373.09 and any penalties and interest that may be incurred. Further, if the IRS withholds any additional refunds of Jericha in excess of the $12,373.85 she is obligated to pay, Kelsey shall reimburse Petitioner within 30 days of being notified the IRS has applied Jericha's refund to Kelsey's tax obligation.

ALIMONY

64. Jericha and Kelsey are capable of supporting themselves and neither party is awarded alimony.

REAL PROPERTY

65. Jericha and Kelsey have no real property together.

MOTOR VEHICLES

66. During the course of the Marriage, Jericha and Kelsey have acquired vehicles and currently own and possess the following vehicles: 2020 GMC Denali, 2015 Chevrolet Suburban, and a Toyota Pick-up.

67. The 2015 Chevrolet Suburban is in repossession status. Each party shall be equally liable for any deficiency that may be owing when the vehicle is repossessed. If one party pays the entire deficiency, either voluntarily or through collection efforts, the other party is required to reimburse the paying party for the non-paying party's share of the debt obligation and do so within 30 days of receiving a request for reimbursement.

68. Kelsey is awarded the following: 2020 GMC Denali and Toyota Pick-up; subject to the following terms:

a. Kelsey is responsible for all insurance, registration fees, taxes, liabilities, gas, repairs, and general maintenance of the awarded vehicles; and

b. Jericha shall return all keys to any vehicle awarded to Kelsey.

BUSINESS INTERESTS

69. Jericha and Kelsey have no business interests.

PERSONAL PROPERTY

70. Premarital Property: Jericha and Kelsey are each be awarded the personal property each owned prior to the Marriage.

71. Inheritance, Heirlooms, and Gifts: All items or heirlooms received by inheritance or gift through a family-line are awarded as the sole property of the party who received the inheritance, heirloom, or gift.

72. Personal Belongings: Jericha and Kelsey are awarded their own personal belongings.

73. Marital Property: Jericha and Kelsey have already divided the marital property and each party is awarded the property currently in their possession with exception to the motor vehicles, above, and financial accounts, below.

74. Any debt associated with an item of personal property shall be assumed by the party who is awarded the property. That party shall hold the other party harmless on that debt in the event the debt on the item was incurred jointly.

BANK AND OTHER FINANCIAL ACCOUNTS

75. During the course of the Marriage, Jericha and Kelsey acquired various bank and financial accounts. Kelsey shall be awarded the Mountain America Credit Union account 12628497. Kelsey shall remove Jericha from the account within 10 days of the entry of the Decree of Divorce. If Kelsey fails or refuses to remove Jericha from the account as directed, Mountain America Credit Union is authorized to remove Jericha from the account per the terms of the Decree of Divorce and without further order of the Court. Kelsey is solely responsible for any overdraft fees or deficiencies related to the account. Kelsey is ordered to indemnify and hold Jericha harmless from any liability related to the account.

RETIREMENT AND INVESTMENT ACCOUNTS

76. During the course of the Marriage, Jericha and Kelsey acquired various retirement and investment accounts and each party is awarded their individual accounts free and clear of any claim by the other party.

DEBTS AND OBLIGATIONS

77. During the course of the Marriage, Jericha and Kelsey acquired a 5th wheel camp trailer which has been repossessed. The parties are equally responsible for any deficiency that may be due and owing. If one party pays the entire deficiency, either voluntarily or through collection efforts, the other party is required to reimburse the paying party for the non-paying party's share of the debt obligation and do so within 30 days of receiving a request for reimbursement.

FORMER NAME

78. Jericha is allowed to return to her former name of Jones if she so chooses.

ATTORNEYS' FEES AND COSTS

79. Kelsey is responsible for Jericha's attorneys' fees and costs in this matter.

MUTUAL CIVIL RESTRAINING ORDER

80. Neither party shall use the other party's likeness, identity, credit, or personal information for any inappropriate or unauthorized purpose.

81. Neither party shall send any abusive emails, texts, or voice mails to the other party.

82. The parties shall be restrained from committing, threatening to commit, or engaging in any conduct that could reasonably be construed as any form of domestic violence or domestic abuse against the other party.

83. Both parties are mutually restrained from harassing, annoying, or otherwise engaging in conduct that operates to unreasonably bother or interfere with the other.

84. Both parties shall not interfere with the employment of the other party in any way and shall avoid the workplace of the other party.

MISCELLANEOUS PROVISIONS

85. After a Decree of Divorce is issued by this Court, if a dispute ever arises between the parties concerning the terms and provisions in their Decree of Divorce, they shall first participate in good faith in at least one session of mediation prior to returning to court to resolve their dispute. Notwithstanding, this mediation requirement shall not apply to a motion to address an emergency matter.

86. The parties shall execute and deliver to the other party in a timely manner any documents necessary to implement the provisions of the Decree of Divorce. Each party should be ordered to execute such deeds, contracts, agreements, titles, or other conveyances as may be necessary to transfer the property awarded to the parties in a timely manner.

87. In the event it becomes necessary for either party to retain legal counsel to enforce the terms and provisions of the Decree of Divorce to be entered herein, the prevailing party is entitled to reasonable attorneys' fees and costs to enforce the provisions of the Decree of Divorce.

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In accordance with the Utah State District Court's Efiling Standard No. 4, and Utah Rules of Civil Procedure Rule 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.

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END OF ORDER

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Respondent

As authorized by Utah Rules of Civil Procedure 7(j)(4)-(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of October, 2026, I caused a true and correct copy of the foregoing document to be served on the following by the method indicated:

Kelsey Jackson Respondent Jacksonkelsey2008@gmail.com	_____ U.S. mail _____ Facsimile _____ Hand delivery ___X___ Electronic mail _____ Court electronic notice

/s/Jaime Topham

Jaime Topham