The Order of the Court is stated below:
Dated: October 29, 2026 04:58:05 PM
/s/ LAURA SCOTT
District Court Judge

PRIVATE DOCUMENT PER U.R.J.A. SECTION 4-202.02(4)(B)(i)

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

IN THE MATTER OF THE MARRIAGE OF JERUSHA SMART, Petitioner, vs. JARED SMART, Respondent.	**STIPULATED JUDGMENT AND DECREE OF DIVORCE** Case No. 265905605 Judge: Laura Scott Commissioner: Joanna Sagers

This matter is submitted to the Court pursuant to the Stipulation and Property Settlement Agreement ("Stipulation") entered into by Petitioner and Respondent. The Court having reviewed the Stipulation, pleadings on file, and being fully advised in the premises, and having heretofore made and entered its Findings of Fact and Conclusions of Law, now makes and enters the following:

JUDGMENT AND DECREE

It is hereby ORDERED, ADJUDGED and DECREED as follows:

1. That Petitioner be and is hereby awarded a decree of divorce, and the bonds of matrimony that have heretofore existed between Petitioner and Respondent are hereby dissolved upon signature by the Court.

2. The parties have entered into a written Stipulation which the Court finds to be fair and equitable and adopts, approves and incorporates the same as the Court's Order as follows:

CHILD CUSTODY AND PARENT-TIME

3. One (1) minor child has been born as a result of the parties' marriage, namely, SLS, month of birth December 2009.

4. The Parties shall share the joint legal and physical custody of the Minor Child.

5. The Parties shall share and exercise parent-time as the Parties may agree. If the parties cannot otherwise agree, parent-time for the child should be in accordance with Utah Code Ann. § 81-9-305, with Petitioner identified as the custodial parent for parent-time scheduling purposes, and Petitioner exercising 223 overnights and Respondent exercising 142 overnights. The Parties shall conference quarterly to review the schedules for the Parties and the minor child and effectuate any change in this midweek parent-time for the upcoming quarter.

6. Unless otherwise agreed to by the Parties in writing, the Parties should follow the schedule set forth at Utah Code Ann. Section 81-9-302(12) regarding holiday and special event parenting time for the children, with Petitioner identified as the custodial parent for scheduling purposes.

7. Each Party will keep the other Party advised of their current physical address, email address and telephone number and, if possible, advise the other Party sixty (60) days in advance of any move.

PARENTING PLAN

8. The parties desire to create an effective co-parenting relationship for the benefit of their Minor Child. The parties desire to raise a happy and well-adjusted child and to respect each other in their respective parenting roles.

9. The parties realize that they each have different parenting functions and will support and acknowledge the benefits to the child of having a healthy relationship with both parents.

10. The parties agree to reduce the conflict between them and learn problem solving skills and implement those skills to eliminate future conflict. The parties shall have open communication and focus on the needs and interests of their child ahead of their own personal interests.

12. To implement the vision of the parties' shared parenting plan, and because of their common concern for their child's emotional well-being, the governing principals are as follows:

a. The parties shall have a co-parenting relationship which will be built on trust and respect;

b. The parties shall establish and maintain parental communication with each other to ensure that the other parent is informed about the child's needs;

c. The parties shall support each other in their respective parenting roles and to say positive words about the other parent to the child and to be restrained from saying anything negative about the other parent. The parties believe this purpose honorable for the child to develop good self-esteem;

d. The parties shall listen to each other and do their best to understand the other's point of view;

e. The parties shall make all attempts to resolve all conflict between them and shall utilize experts to assist them in this endeavor if they are unsuccessful personally;

f. The parties shall solve problems and make joint decisions by working through their decision-making procedure which is described herein;

g. If tension arises in a telephone call, the parties shall take a break from the telephone call or leave their conversations to e-mail;

h. The parties shall work together to improve their parenting skills and to share their ideas;

i. The parties shall live by the golden rule that they will treat each other as they would like to be treated;

j. The parties shall start over and recommit to this parenting plan when one or both of them steps outside of the plan and forgets about a commitment made in this plan; and

k. The parties shall see the other parent as a resource, consultant and ally. The parties shall be effectively working together as co-parents to promote the best interests of the child.

1. Parent will not engage in, nor permit the presence of, any unlawful or unreasonable use of alcohol consumption, unlawful drug use, sexually-explicit

activities, violence, or disrespect for law and order, while the child is with that Parent.

m. A Parent shall have no premarital overnights with anyone that are in a relationship with the child is with that Parent.

13. In order to implement the above parenting plan as outlined by the governing principles the parties shall communicate with each other at least weekly via telephone, text message, or email, unless they mutually agree otherwise.

PARENTING MEETING

14. The purpose of the calls between the parties shall be to share information and discuss issues regarding the child in a positive manner. The parties shall limit the conversation to the needs of the child and the time-sharing schedule, information regarding the child, transportation logistics, and other parenting issues.

TIME SHARING SCHEDULE

15. The parties shall cooperate to plan their child's time-sharing schedule based on the following principles:

a. The parties shall trade favors and do their best to ensure that the child has meaningful time in both homes;

b. The parties shall be flexible with each other when minor changes are necessary;

c. The parties shall give as much advance notice as possible if changes are necessary.

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

16. The following schedule shall be the guides:

a. *Residence*: The minor child's primary residence shall be with Petitioner.

b. *Special Occasions*: Both parties should notify the other party of any special events involving the parties' families or the child such as weddings, funerals, reunions, school activities, sports events, graduations, etc., so that he/she shall have the option of attending that special occasion if possible.

TELEPHONE SCHEDULE

17. Unless the parties mutually agree otherwise, both parties shall be entitled to reasonable telephone calls and text messages to the minor child at reasonable times and for reasonable durations while the child is with the other parent. Both parties shall make the child accessible for at least one hour after the call is scheduled to occur.

18. The child may telephone or text either of the parties on the Parties' phones at any time or at any place and neither parent shall interfere with this privilege.

SHARED INFORMATION

19. The parties shall use their best efforts to communicate and share information with each other at their telephone meetings, and whenever else necessary, to convey information regarding the child's school work, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent.

20. The parties shall affirmatively notify the other parent of all school programs, church events, extracurricular activities, sports activities, and special occasions.

21. The parties shall notify the other parent of significant illnesses involving the child and of any information relating to their medications.

22. The parties shall exchange the names and telephone numbers of teachers and others who work with the Minor Child at school, medically, or otherwise, so that the other parent can initiate his own relationship with these professionals.

23. During the parties' telephone meetings, the parties shall summarize for the other all significant information relating to their child's progress during the prior month. The parties shall also share information relating to doctors or dentist appointments, plays, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their Minor Child.

24. The parties shall immediately notify the other parent of any change of address and telephone number and agree to inform the other parent regarding logistical details of extended vacations.

25. The parties shall communicate in the most reasonable manner, whether by telephone, text, or email. The parties recognize that the child feels more secure and loved when the parties are working together in a positive, cooperative and constructive manner.

CONSISTENCY IN PARENTING

26. The parties' consistency in parenting shall help them to raise emotionally healthy and secure child. Therefore, the parties shall discuss parenting strategies, and develop, if possible, consistent rules and parenting approaches.

27. The parties shall implement, whenever possible, consistent bedtimes, discipline strategies and other rules. Moreover, the parties recognize that parenting will be more effective if they work together as a united front.

EDUCATION PLAN

28. Petitioner's residence shall be the home residence for determining where the Minor Child will attend school.

29. The parties shall work together to make educational decisions for the child.

30. Both parties may have access to the child during school, and both may check out the minor child without prior notice to the other.

MAJOR DECISIONS

31. The parties shall share joint legal custody of their child. The parties shall share decision making as follows:

a. *Day-to-Day Decisions*: The parent exercising primary physical custody over their child may make minor day-to-day decisions regarding the child's care. The parent in charge during time-shared block may make minor day-to-day decisions regarding the child's care. This is interpreted to mean that the parent who has physical custody of the child during the time-shared block may make those minor day-to-day decisions without having to consult with the other parent;

b. *Major Decisions*: The parties shall consult with one another and reach agreements on major issues concerning the medical, dental, psychological treatment, appearance, and education of their child. The party exercising primary physical custody of the parties' child shall usually take the lead in initiating the decision-making process; and

c. *Emergency Treatment*: The parent who has primary physical custody or exercises custody of the child during the timesharing block may initiate emergency medical, dental, or psychological treatment, and shall notify and involve the other parent as soon as possible.

d. *Procedure to be Utilized for Issue on Which the Parties Are in Disagreement*. When any disputes between Petitioner and Respondent occur, they should attempt to solve them on their own before resorting to any other process. If necessary, they should meet with experts in the area of disagreement, i.e., medical providers with disagreements on medical treatment. If a mutual agreement can be reached, it should be in writing and signed by both Parties.

32. *Procedure for Joint Decision Making*: The parties shall share all major decisions concerning the child's health, education, and general welfare. The parties shall follow the decision-making procedure as their guide;

a. The parties shall initially identify the issue;

b. The parties shall research the issue and possible solutions related to the issue and listen to and understand each other's perspective;

c. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the child, in an attempt to reach a "win-win" solution.

33. *Tie-Breaking Procedure*: If the Parties are unable to reach a mutual agreement, after engaging in the procedure set forth above, the party with primary physical custody of the child will have the right to make the decision concerning that child. The non-custodial parent will have the right to provide a written objection and request for mediation within 5 days. Mediation must be completed within 45 days. If mediation is unsuccessful, the party with primary physical custody will have the right to choose, subject to the non-custodial parent's ability to file an objection to the Court. The objecting party would carry the burden of establishing that primary physical custodian's decision is not in the best interest of the child.

34. If fees are necessary to resolve any major decision by mediation, the parties shall split those fees, 50% assessed to each party. If litigation is required to resolve any major decision, the prevailing party shall be awarded any and all attorney's fees incurred in advancing or defending such litigation.

EXTENDED FAMILY

35. The parties shall explain the parenting plan to any extended family members including spouses, parents, siblings, and others. This communication shall further their child's healing and enable other family members to feel comfortable about attending activities and special occasions of the child where family members of both parents may be present. In addition, the parties shall take all necessary steps to assist others in understanding that they have set up a parenting plan for the purposes of ending conflict and healing the family.

36. The parties shall encourage other family members to have a civil and friendly relationship with the other parents and all of their extended family members.

CHILD SUPPORT

37. In accordance with the Utah Uniform Civil Liabilities Support Act, Utah Code Ann. §§ 78B-12-101 et seq. (1953, as amended) and the Parties' joint income of $9,965.00 the base combined child support in this matter is $1,026.00 per month. This amount is based on the tables found at Utah Code Ann. § 81-6-304. Of this amount, Respondent's monthly child support obligation to Petitioner is $356.00.

38. The Parties agree child support shall be due and payable in full by no later than the 7th of each month. If child support is paid through an automatic withholding, it shall be paid on a pro rata basis based on obligor's pay periods.

39. The child support is calculated by using Petitioner's income of $5,000.00 per month and Respondent's established income in the amount of $4,965.00 per month. Respondent affirmatively declares and represents that he will not receive any significant increase to his wage or income (equal to or greater than 5%) within the next 6 months. The Parties have stipulated and agreed to the child support and alimony terms based upon Respondent's affirmative

representation on this issue, and would not enter into this stipulated agreement and subsequent Decree of Divorce in this matter if not for Respondent's representations on this issue. The Parties shall provide employment and income information (paystubs, accepted offers of employment and terms) within seven days of the other Parties written request of the same.

40. Child support shall be reduced by fifty percent (50%) for any period of time during which the child is with obligor by order of the Court or by written agreement of the Parties for at least twenty-five (25) of any thirty (30) consecutive days; or by twenty-five percent (25%) for any period of time the child is with obligor by order of the court or by written agreement of the Parties for at least twelve (12) of any thirty (30) calendar days. Normal visitation and holiday visits between the child and obligor shall not be considered an interruption of the consecutive day requirement.

41. Child support shall continue until the Minor Child reaches the age of eighteen years of age and has graduated from high school during their normal and expected year of graduation.

42. Pursuant to Utah Code Ann. § 26B-9-220 (1953, as amended), each Party to this Stipulation may request that the Office of Recovery Services review the Court's child support order for this action to determine whether a modification of the court-ordered child support should be pursued. Regardless, pursuant to Utah Code Ann. § 81-6-202(8) & (9) (1953, as amended), child support shall be adjusted under the following circumstances:

a. Every three (3) years, provided there would be a ten percent (10%) difference in the amount of child support previously ordered and the amount of child support as adjusted and the difference is not of a temporary nature; or

b. At any time, provided there is a thirty percent (30%) or greater change in either Party's income, the change in income is not of a temporary nature and the change in income results in fifteen percent (15%) difference in the amount of child support previously ordered and the amount of child support as adjusted; or

c. To comply with changes in the Utah Uniform Child Support Guidelines as allowed by law.

HEALTH INSURANCE

43. In accordance with Utah Code Ann. § 81-6-208, each party should be required to maintain the child as beneficiaries under any health and accident insurance available to them at a reasonable cost through their employment and proportionately divide the child's portion of any out-of-pocket premiums based on their respective incomes. In the event both parties are providing insurance, Petitioner's insurance shall be identified as primary. The Parties further agree to continue providing health insurance benefits for their children beyond the child's 18th birthday for as long as their provider or federal regulations will allow.

44. In accordance with Utah Code Ann. § 81-6-208, both parties should be responsible for the proportionate share of any out-of-pocket expenses incurred by the child above what health or dental insurance pays, based on their respective incomes. This includes, but is not limited to, prescriptions, deductibles, co-pays, non-covered or uninsured procedures or expenses.

a. In the event Respondent has access to a Health Savings Account (HSA), Respondent shall make all initial payment for medical, vision, dental, and orthodontic expenses, subject to Petitioner's obligation for reimbursement as identified herein.

b. As required by Utah Code Ann. § 81-6-208, each Party will provide the other written notice and proof of medical, dental and orthodontic expenses incurred, and payments made thereon, by insurance or otherwise, within thirty (30) days of the date of payment. Each Party will provide the other copies of statements or written notice received of payments made to a provider by insurance. The obligated Party shall pay his or her portion, as specified above, of incurred medical, dental, and orthodontic expenses directly to the provider or to the Party who has paid the provider of medical, dental or orthodontic service within thirty (30) days of receiving written notice from a Party.

c. In addition to any other sanctions provided by the Court, a parent incurring 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 paragraph a. above.

d. Any parent ordered to and providing insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on the yearly anniversary date of such policy. The parent shall notify the other parent of any change of insurance carrier, premium or benefits within thirty (30) days of the date he/she first knew or should have known of the change and thereafter on the yearly anniversary date of such policy.

TAXES AND LIFE INSURANCE

45. The Parties agree that each shall file separate tax returns for the tax year 2026 and thereafter.

46. The Parties shall each have the ability to claim their child for income tax purposes. The Parties shall alternate claiming the child with Respondent having claim during the odd-numbered tax years and Petitioner having claim during the even-numbered tax years. The parent paying child support shall be entitled to claim the exemption(s) only if that parent is current in their child support payments to the obligee parent as of December 31st of that tax year. Otherwise, the obligee parent shall be entitled to claim all the exemptions. Each Party shall be required to execute IRS Form 8332 (or its equivalent) if the exemption is required to be assigned to the other parent under this paragraph.

47. Each party shall maintain life insurance coverage on their life in a reasonable amount as available to them through their employment, naming the parties' Minor Child as beneficiary. Respondent shall make all necessary arrangements to update the current life insurance policy that is being paid from the couple's joint account so the same is being maintained from his account.

ALIMONY

48. The parties agree that no alimony will be paid with acknowledgement that Jared's income is significantly lower due to current employment circumstances.

REAL PROPERTY

49. The marital home listed for sale and sold as soon as reasonably possible. Proceeds from this sale will first be applied to any mortgage, encumbrances, SBA loan, and other

undisputed marital debts. Any remaining net proceeds from the sale of the home will be divided equally between the parties.

PERSONAL PROPERTY

51. The parties agree to divide all joint marital assets equally, including but not limited to: The marital home, Bank accounts, Vehicles, Personal property

51. The Parties agree that each shall be awarded their own checking account(s), savings account(s) or other investment account(s) free and clear of any claim by the other Party, subject to the terms identified below.

52. It is fair and reasonable that Petitioner be awarded all of her premarital personal property, vehicles, and the personal property presently in her possession or control free and clear of any and all claims by Respondent. Petitioner shall assume any and all debts, loans, obligations, and liabilities associated with the ownership and possession of the items awarded herein. If necessary, Petitioner shall execute any documents or otherwise take any and all steps necessary to remove Respondent other from any debts, loans, obligations, and liabilities associated with these items within 2 years of the entry of the decree of divorce.

53. It is fair and reasonable that Respondent be awarded all of his premarital personal property, vehicles, and the personal property presently in his possession or control, including his retirement accounts, free and clear of any and all claims by Petitioner. Respondent shall assume any and all debts, loans, obligations, and liabilities associated with the ownership and possession of the items awarded herein. If necessary, Respondent shall execute any documents or otherwise take any and all steps necessary to remove Petitioner other from any debts, loans, obligations, and liabilities associated with these items within 3 months of the entry of the decree of divorce.

54. The parties acknowledge that a vehicle purchased for their son remains titled in their names. The parties agree they may transfer the vehicle title to their son, provided all legal requirements are met.

55. Both parties acknowledge that the business entity previously owned by the parties has been shut down, and no further business assets or liabilities remain to be divided.

DEBTS

56. The Parties stipulated and agree that any marital debts which may be subject to division by the Court will be divided equally.

57. In the event that any such debt is subsequently discovered, the Parties agree that each debt shall be the joint responsibility of the Parties.

58. All joint credit cards or other accounts shall be immediately closed and shall not be accessed by either Party, either now or in the future.

59. The Parties further agree that shall be solely responsible for any and all debt incurred in their name after January 1, 2026, and to defend and hold the other harmless therefrom.

ATTORNEYS FEES AND COSTS

60. The Parties shall pay their own attorney's fees and costs associated with this divorce.

61. Thereafter, should a default arise under this Agreement or the Decree of Divorce, Petitioner and Respondent agree that the Party creating the default shall pay all costs and reasonable attorneys' fees to resolve the dispute or enforce the terms and conditions of this Agreement or the Decree of Divorce.

MISCELLANEOUS PROVISIONS

62. Each Party should promptly at any time or times required, make, execute and deliver any releases, documents and instruments that may be necessary to carry out into effect the covenants, conditions and provisions contained in the Judgment and Decree of Divorce in this matter.

63. The Parties agree that this is a complete settlement of all rights that either Party may have in the other's property, whether presently existing or hereafter acquired.

64. The above acknowledgments and agreements are dependent upon and made in contemplation of the execution by the Parties of this Stipulation and Property Settlement Agreement and approval of the same by the Court.

65. All property and money received or retained by each Party pursuant to the Judgment and Decree of Divorce should be the separate property of such Party free and clear of any right, interest or claim of the other Party, and each Party should thereafter own, have and enjoy, independently of any claim or right of the other Party, all items of real and personal property then or thereafter belonging to him or her, and each Party should have the right to deal with or dispose of his or her separate property, both real and personal, fully and effectually, in all respects and for all purposes.

66. Each Party, after the entry of the Judgment and Decree of Divorce should be solely responsible for all debts incurred by him or her. Neither Party should thereafter incur any debts, obligations or liabilities on the Parties' credit or do anything for which the other Party may be legally liable. Each Party should indemnify and hold harmless the other from any debts, obligations or liabilities that may exist or come into existence in violation of the foregoing.

67. This Stipulation shall bind and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

68. Petitioner may be restored to her maiden name of Hibbert without need for further order of the Court, if she so chooses.

69. Jacob A Watterson and the office of Olson & Hoggan is not representing any party to this action and is appearing in the limited capacity as a neutral mediator for the parties for the sole purpose of obtaining court approval of the documents and pleadings needed to effectuate the parties' Stipulation and Divorce.

----------END OF ORDER----------

Approved as to content and form:

/s/ Jerusha Smart*
JERUSHA SMART, *Petitioner*

/s/ Jared Smart*
JARED SMART, *Respondent*

VERIFICATION

Pursuant to Utah Code Ann. § 78B-18a-101 *et seq.*, the undersigned hereby declares under criminal penalty of the State of Utah that upon information and belief the foregoing **STIPULATED DECREE OF DIVORCE** is true and correct to the best of her knowledge.

Dated this 27th day of October, 2026, in Salt Lake County, Utah.

/s/ Jerusha Smart*
JERUSHA SMART, *Petitioner*

VERIFICATION

Pursuant to Utah Code Ann. § 78B-18a-101 *et seq.*, the undersigned hereby declares under criminal penalty of the State of Utah that upon information and belief the foregoing **STIPULATED DECREE OF DIVORCE** is true and correct to the best of her knowledge.

Dated this 27th day of October, 2026, in Salt Lake County, Utah.

/s/ Jared Smart*
JARED SMART, *Respondent*

** E-signatures applied with consent and permission of Signatories.*

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of October, 2026, a true and correct copy of the foregoing **JUDGMENT AND DECREE OF DIVORCE**, was served upon the Respondent in accordance with Rule 4 of the Utah Rules of Civil Procedure, upon the following:

JARED SMART
jlsmart27@gmail.com
Respondent

/s/ Erin Baer*
Legal Assistant

* E-signatures applied with consent and permission of Signatories.
/tmp/source6878984474564495887.rtf