The Order of the Court is stated below:
Dated: November 10, 2026 08:13:48 PM **/s/** AMANDA MONTAGUE
District Court Judge

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IN THE THIRD DISTRICT COURT
SALT LAKE COUNTY - STATE OF UTAH

In the Matter of the Marriage of: MICHAEL IAN ROGERS Petitioner, and JENNA ROGERS, Respondent.	**FINDINGS OF FACT AND CONCLUSIONS OF LAW** Case No. 264900292 Judge: Amanda Montague Commissioner: Russell Minas

The above captioned matter comes before the court for disposition on the parties' Petition for Divorce and Counterpetition for Divorce. The Court, having reviewed the Petition, Counterpetition, and the stipulation and agreement of the parties, having found the terms thereof to be fair and reasonable, having made its Findings of Fact and Conclusions of Law, and having been fully informed on the premises, ORDERS, ADJUDGES and DECREES as follows:

JURISDICTION & VENUE

1. The parties are residents of Utah County and Salt Lake County (respectively) and have been for 3 months prior to bringing this action.

2. The parties were married on August 9, 2015, and are presently married.

3. The parties separated on or around May 5, 2025, with Mother remaining in the marital home and Father residing elsewhere. The parties have since been residing in the marital home, though in separate spaces with Father intending to move out soon after the divorce is finalized.

4. The parties have three (3) minor children.

   a. QR, born July 2016;

   b. KR, born August 2017;

   c. RR, born March 2020; and

   d. No other children are expected.

5. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code §81-11-101 *et seq.* in that:

   a. Utah is the home state of the minor children at the time of commencement of this proceeding.

   b. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor children which have been filed, or are pending, or have been completed with an order.

   c. Father does not know of any person, not a party to these proceedings who has physical custody or the minor child(ren) or who claims rights of legal custody or physical custody of, or visitation with, the minor child(ren).

6. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, Father states, upon information and belief, that there are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court.

GROUNDS

7. During the course of the marriage the parties have experienced difficulties that cannot be reconciled and have prevented the parties from pursuing a viable marital relationship.

CHILD CUSTODY AND VISITATION

8. Legal Custody: The parties shall share joint legal custody of the child.

9. With respect to minor day-to-day decisions, the parent in charge of the child during his or her designated parent-time shall have the right to make all such day-to-day decisions regarding the care of the child without consulting with the other parent. As pertaining to the day-to-day decisions, the parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the child, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve.

10. With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties shall confer and work together in good faith to reach joint decisions regarding these matters. Should a dispute arise relating to these matters (i.e. the health, education, or religion of the child) the parties shall discuss amongst each other in good faith to try and resolve the issue. If they cannot agree, they shall confer with a relevant expert and abide by the recommendation of the expert. If a party disagrees with the opinion of the expert, he/she

may challenge that expert's recommendation/decision in court by filing a motion seeking court intervention and assistance. If the court finds that a party bringing an action has done so frivolously, that party shall be made to pay the attorney fees of the other party.

11. Physical Custody: The parties are granted joint physical custody of the minor children pursuant to Utah Code Annotated §81-9-305.

12. Parent Time: The parties' parent time shall include the following provisions:

a. The basic parent time schedule shall be as follows:

WEEK #	MON	TUES	WED	THURS	FRI	SAT	SUN
1	Mother	Mother	Mother	Father	Father	Father	Father
2	Father	Father	Father	Mother	Mother	Mother	Mother

b. Exchanges shall take place each Thursday at 6:00 PM, with the parent whose parent time is starting picking up the child from the residence of the other parent. An alternative location for exchanges may be selected upon the written agreement of the parties.

c. Father shall be designated as the non-custodial parent for the purposes of holidays, and will be entitled to 182 overnights per year, while Mother will be designated as the custodial parent for holiday purposes, and will be entitled to 183 overnights per year.

d. Child exchange pick up/drop off will be curbside.

13. Holidays: As referenced above, parents shall abide by the holiday schedule as stated below. Father will be designated the Noncustodial parent and will be awarded the

following:

Holiday and Time Period	Custodial Parent	Noncustodial Parent
Dr. Martin Luther King Jr. Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends (a) upon delivering the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Even Years	Odd Years
President's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Odd Years	Even Years
Spring Break (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Even Years	Odd Years
Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Odd Years	Even Years
Mother's Day (1) Holiday begins on Mother's Day at 9 a.m.	All years if custodial	All years if noncustodial

(2) Holiday ends on Mother's Day at 7 p.m.	parent is the mother	parent is the mother
Father's Day (1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if custodial parent is the father	All years if noncustodial parent is the father
Juneteenth National Freedom Day (1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Odd Years	Even Years
Independence Day (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Even Years	Odd Years
Pioneer Day (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Odd Years	Even Years
Labor Day (1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends (a) upon delivering of the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Even Years	Odd Years
Columbus Day (1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Odd Years	Even Years
Fall Break (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends (a) upon delivering the child to school on the day following the end of Fall Break; or (b) at 8 a.m. on the day following the end of Fall Break if there is no school.	Even Years	Odd Years
Halloween (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or	Odd Years	Even Years

(b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.		
Veterans Day (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Even Years	Odd Years
Thanksgiving (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends (a) upon delivering of the child to school on Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Odd Years	Even Years
Winter Break (First Half) (1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Even Years	Odd Years
Winter Break (Second Half) (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Odd Years	Even Years
Day of Child's Birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years
Day Before or After Child's Birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years

14. Neither party shall permit an overnight guest with whom they are involved in a romantic relationship to stay overnight in the same residence, hotel room, or other lodging while the children are in that party's care, or parent-time, unless the parties are married or have been in an exclusive relationship for six (6) months.

15. Neither party shall introduce a person with whom they are romantically involved to the children until the relationship has been exclusive for at least six (6) months. The

parent intending to introduce the individual shall provide the other parent with reasonable advance notice of the introduction and allow the other parent to meet the person first.

FINANCIAL PROVISIONS

Child Support

16. The Court hereby orders child support that is consistent with a Child Support Obligation Worksheet for Joint Custody and the Uniform Child Support Schedule.

17. Father's gross monthly income is $5,674.00

18. Mother's gross monthly income is $3,241.00

19. Father shall pay Mother $254 per month in child support.

20. Child support shall commence on August 1, 2026. Pursuant to Utah Code Ann. §81-7-102, child support shall be due on the 1st with installment payments of one half paid on the 5th and the other half paid on the 20th of each month. Father shall not be prevented from paying the full child support amount by the 5th of each month.

21. Child support shall continue until the minor children reach the age of eighteen (18) or graduate from high school during their normal and expected graduating class (whichever occurs later), or marries, dies, joins the armed forces, or is otherwise emancipated.

22. Pursuant to Utah Code § 81-6-212(4) & (5), any child support order may be adjusted by motion when the most recent Child Support Order is older than three (3) years and by petition when the most recent Child Support Order is less than three (3) years old.

Alimony

23. Mother shall be granted an alimony award of $1,046 per month. Alimony shall be paid by Father to Mother for 5 years (60 months).

24. Father’s alimony obligation shall begin on August 1, 2026.

Total Support Award

25. The parties stipulate and agree that Mother shall receive a total support award of $1,300 per month (until Father’s alimony obligation expires), and that he may not use insurance premiums or other expenses to underpay this total support award (consisting of the sum of child support and alimony).

Medical Insurance and Medical Expenses

26. Pursuant to Utah Code Ann. §81-6-208, the parties/Father shall jointly provide and maintain health/medical insurance for the benefit of the children where available at a reasonable cost.

27. Should only one party obtain health/medical insurance through their employment or other business undertakings, the other party shall be liable for the payment of one-half of the cost of said insurance for the children’s portion of that insurance. The children’s portion shall be determined on a pro rata share of the premium actually paid by a parent.

28. The parent who provides insurance may receive credit against the base child support award or recover the other parent's share of the child(ren)'s portion of the premium. If Father is the sole party providing health insurance coverage for the children, he cannot deduct Mother’s pro-rata share if it were to reduce her total support award beneath $1,300 per month. If Mother’s pro-rata share, in addition to her total support award, exceeds $1,300 per month, the excess share

shall be reimbursed to Father.

29. The parties shall divide equally all reasonable and necessary medical expenses for the children which are not covered by insurance.

30. The parent who incurs reasonable or necessary medical expenses shall provide a receipt showing the payment amount, medical provider and itemization of services to the other parent within thirty (30) days of payment.

31. 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 and payment within thirty (30) days of payment.

32. The parent who incurs the medical expenses shall be reimbursed within thirty (30) days of the verification of the cost and payment to the other parent.

33. The parties shall cooperate in exchanging all claim forms and statements to coordinate the payment of all medical and dental expenses, as set forth herein.

34. The parent who maintains health insurance shall provide verification of coverage to the other parent, upon initial enrollment of the children, and thereafter on or before January 2nd of each calendar year.

35. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

Childcare Expenses

36. Pursuant to Utah Code §81-6-209, both parties shall share equally all reasonable work, career, or occupational training-related childcare expenses by a licensed daycare provider.

37. The parties shall keep the other informed of the name and contact information for any third-party providing work-related care for the children during their parent-time.

38. The parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

39. Childcare by family members is preferred and is presumed to be of no cost.

40. The parent shall notify the other parent of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

41. A parent incurring childcare expenses shall 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 notice provisions.

School Fees & Extracurricular Activities

42. School Fees. The parties shall divide all required school costs and fees equally. This does not include co-curricular fees without written agreement.

43. Extracurricular Expenses. Each party is required to pay one half of all costs relating to the minor children's participation in extracurricular activities so long as both parties agree to the activity in writing. Neither party shall register a child for an activity that is on the parent's parent-time without the express permission of the other parent.

44. A party's agreement to an extracurricular activity cannot extend beyond the current season or a year's commitment without agreement.

45. All reimbursement requests shall be made within 30 days of making payment and all

reimbursements shall be provided within 30 days of receiving the request.

Taxes

46. The parties shall each claim one minor child, and shall alternate who claims the youngest (third) child for tax purposes every year, with Mother claiming two children on even numbered years and Father claiming two children on odd numbered years.

47. When the oldest child can no longer be claimed, the parties shall each claim one child for tax purposes every year.

48. When only the youngest child can be claimed, the parties shall alternate claiming the child for tax purposes each year.

Personal Property

49. During the course of the marital relationship, the parties acquired personal property which shall be divided equitably.

50. Petitioner owns a Sig Saur firearm that shall be awarded to him as personal property. Respondent shall, accordingly, be awarded the other firearm that the parties own.

51. Petitioner shall be awarded the musical instruments owned by the parties.

52. The parties shall be awarded all premarital property, gifts, and inheritances as their own separate property, free and clear of any claim from the other party.

53. Respondent will arrange with Petitioner for Petitioner to obtain personal property from the martial home with a reasonable time after the filing of this Verified Petition for Divorce.

Vehicles

54. Prior to the course of the marriage, the parties acquired the following vehicles:

a. 2005 Honda Odyssey (which shall be awarded to Petitioner)

b. 2018 Ford Fusion Hybrid (which shall be awarded to Respondent)

55. The above-mentioned vehicles shall be divided between the parties as stated above.

Real Property

56. The parties do not possess any real property.

57. The parties do not require a court order regarding real property.

Financial Accounts

58. All financial accounts utilized by the parties (checking, savings, IRSa, Money Markets, investment, etc.) shall be disclosed and the funds therein shall be divided between the parties with Father keeping his accounts and the funds therein, and Mother keeping her accounts and the funds therein.

Debts

59. Each party shall be responsible for his or her own student loans.

60. Each party shall be responsible for his or her own credit card debt.

61. Father shall assume the loan he took from his 401(k) account.

62. There is an outstanding debt to a hospital which shall be split equitably between the parties.

63. Any other debts and obligations that the parties incurred during the course of the marriage shall be disclosed and divided equitably between the parties.

Retirement Benefits

64. The Petitioner has an unvested 401(k) account. Petitioner shall retain the full value of the account.

65. The Respondent has an unvested 401(k) account. Respondent shall retain the full value of the account.

Mutual Restraints

66. Neither parent shall do or say anything that tends to diminish the love and affection a child has for their parent. This includes making insulting, harmful, or disparaging comments about the other parent while in the presence of the minor children, while exercising parent-time, or on social media platforms. The parties have an affirmative duty to remove the children from the presence of anyone engaging in such behavior.

67. Neither party shall post negative or derogatory content regarding the other party on any social media or website.

68. Neither party shall instruct, assist, or facilitate a third-party posting negative or derogatory content regarding the other party on any social media or website.

69. Neither party shall engage – through likes, comments, or otherwise – with any negative or derogatory content (about the other party) posted to social media or a website by a third-party.

70. Both parties are restrained from bothering, harassing, annoying, threatening violence, or harming the other at their place of residence, employment or any other place.

71. Both parties are restrained from yelling at the other parent in front of the minor children.

72. Neither party shall commit violence or use corporal punishment on the minor children.

73. Neither party shall enter the residence of the other party unless the other party has given written permission or there is a life-threatening emergency.

74. Neither parent shall use illegal substances, abuse prescription medication, or drink alcohol in excess while exercising parent-time. Neither parent shall be intoxicated, high, or hung-over while in the presence of the children. Intoxication shall be defined by the legal blood alcohol limit of the state in which the alcohol is consumed.

75. Neither party shall smoke tobacco or marijuana in the presence of the children.

76. Both parties shall be restrained from using the image or likeness of the other party to obtain credit or incur debts. Any party that incurs debts in the other party's name shall be fully responsible for that debt.

Other

77. Each party shall be 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.

Attorney Fees

78. Each party shall be fully responsible for their own attorney fees and costs.

Move-Out Provisions

79. Father shall have 120 days to vacate the marital home and secure new housing for himself.

80. Mother shall be able to remain in the marital home after Father moves out.

81. Until Father leaves the marital home, the parties will equally share the cost of rent

and utilities. If Father pays the entirety of the rent or utilities, Mother shall reimburse him her half of the cost within seven (7) days of his payment, and vice versa. Additionally:

a. If Father leaves the marital home before 120 days pass, he shall not have to pay his share of rent for a month he does not reside in the home (i.e. if he exits before day 90, he does not have to pay rent for the extra month that he is given to move out but will no longer need to effectuate his moving).

82. As of the time this agreement is signed and executed, Mother shall pay for her own car insurance costs.

83. Father shall provide Mother at least a thirty (30) day notice prior to him moving out of the marital home.

Miscellaneous Provisions

84. If either party fails to comply with any of the terms and conditions set forth in the final Decree of Divorce, the party in default shall be liable to the other party for all reasonable expenses, including attorney's fees and costs, incurred in enforcing the terms and conditions of the Decree of Divorce.

85. Before bringing any future legal action in this case, other than an enforcement action, the parties must first attempt mediation to resolve issues that may arise between them.

– End of Order –

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), these Findings of Fact and Conclusions of Law do 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.

Approved as to form:

/s/ *Joshua Lucherini*
Joshua Lucherini
Attorney for Jenna Rogers
Signed September 22, 2026 (by Fernando Valderrabano with email permission)