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Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct

**IN THE SECOND JUDICIAL DISTRICT COURT
WEBER COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

SAMUEL WHITE,
Petitioner,

and

ALEXA PACKHAM,
Respondent.

DECREE OF DIVORCE

Case No. 264900438
Judge: Craig Hall
Commissioner: Brandon Richards

The parties, Samuel White (“Samuel”) and Alexa Packham (“Alexa”) entered into a stipulation which was filed with the Court. The Court, having received, reviewed, and accepted the parties’ Stipulation, having reviewed the files herein and being otherwise duly advised and for good cause, having previously signed and entered its *Findings of Fact and Conclusions of Law*, it is now:

ORDERED, ADJUDGED, AND DECREED

1. The parties’ marital relationship is hereby dissolved, absolute and final by the entry of this *Decree*.

2. Samuel and Alexa are bona fide residents of Weber County, State of Utah, and have been for three (3) months immediately prior to the filing of this action.

3. Samuel and Alexa were married on September 1, 2018 in Salt Lake City, Utah and are presently married. The parties separated on or about October 24, 2025.

4. During the course of the marriage, the parties experienced irreconcilable differences that prevented the parties from pursuing a viable marriage relationship.

5. The parties should be awarded a *Decree of Divorce* based upon irreconcilable differences, consistent with the terms and provisions contained herein.

JURISDICTION OVER MINOR CHILDREN

6. The parties have two minor children born of the marriage, to wit: TMW (dob June 24, 2020) and ONW (dob November 26, 2022). No other children are expected.

7. The State of Utah has jurisdiction over the custody, visitation, and child support issues in this action, for the following reasons:

- a. Utah is the home state of the minor children. The minor children have resided in Weber County, State of Utah for more than six (6) months prior to the filing of this action.

- b. Neither party has information of any custody or parentage proceeding concerning the minor children in any other district court or juvenile court in this State or any other state.
- c. There are no pending criminal, delinquency, or other protective order cases in any court in this State or any other state or country in which a party or any of the parties' children are involved.

CHILD CUSTODY & PARENT-TIME

8. The parties have shared in the custodial duties and responsibilities associated with the minor children. The parties should be awarded joint legal and physical custody of the minor children.

9. Both Samuel and Alexa should be awarded parent-time as the parties may agree. The parties shall take into consideration the wishes and desires of the children. If no agreement can be reached, then parent time should be exercised under Utah Code §81-9-305 on an equal week on week off basis with parent time exchanges taking place on Sunday morning at 10:30 a.m. as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Samuel	Samuel	Samuel	Samuel	Samuel	Samuel	Samuel
Week 2	Alexa	Alexa	Alexa	Alexa	Alexa	Alexa	Alexa

10. The holidays shall be as the parties agree to ensure that both parents are able to exercise parent time for holidays.

PARENTING PLAN

11. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training should be mutually agreed to by both parties. Both parents shall communicate with each other and discuss the well-being of the minor children in regard to all major decision(s) that need to be made on behalf of the minor children. In the event the parties do not mutually agree as to legal decisions regarding the minor children as to medical, educational, and/or religious decisions, the parties shall seek the advice and/or recommendation(s) from an expert in his/her specialty and/or his/her expert opinion. If after seeking the advice/opinion from an expert/specialist the parties cannot reach a stipulated decision as to major medical, educational and/or religious decisions, the parties shall return to mediation with each party paying one-half the cost of the mediation fees, before seeking court intervention. Both parties should have the authority to make routine decisions regarding the children's day-to-day activities when the children are in her or his care. Either of the parties may seek emergency relief from the court in the future should an emergency arise, which would make formal negotiation not practical.

12. The parties should be cordial and polite during parent-time exchanges. The parties should share transportation for parent-time purposes as the parties agree. The parent ending their parent-time is responsible for dropping off the children at the conclusion of their parent-time.

13. Both parents shall ensure that all school assignments, homework, reading, and/or any and all time-sensitive school assignments for the children are done and completed during their parent time.

14. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, 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.

15. Both parents should immediately notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and the noncustodial parent should be entitled to attend and participate fully.

16. Both parents should have access directly to all the children's school reports, medical and dental records and should be notified immediately by the other parent in the event of a medical emergency. Both parties should include the other as the children's parent when enrolling the children in a service, activity, or completing forms relating to the above subject matter.

17. Each parent should 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.

18. Each parent should permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail

privileges and virtual parent-time if the equipment is reasonably available. Telephone contact should be at reasonable hours and for a reasonable duration. The minor children should be able to contact the parents at any time.

19. The minor children should continue to attend their current schools, unless otherwise mutually agreed upon by the parties in writing. Both parties should be listed on school records. Both parties should be listed for any emails given by teachers or respective school administrators.

20. When the minor children travel with either parent out-of-state overnight, all of the following should be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination, including lodging plans; and
- c. Place(s) where the minor children and traveling parent can be reached.

21. The parties should not make disparaging remarks to one another or to their minor children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties should be mutually restrained from harassing or threatening the other party.

22. Each parent should have first option to provide care for the children over any other third party if the parent responsible for the children is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers for the children when the parent is available and in town should not trigger the first right of refusal.

23. The parties will discuss all parenting concerns at any time needed and will not use a third-party and/or their children to deliver messages.

CHILD SUPPORT

24. Child support should be calculated according to Utah Code Ann. §81-6-101 *et seq.* Samuel has a gross pay of \$11,083.00/mo. Alexa has a gross pay of \$5,833.00/mo. Based upon a joint child support worksheet, Samuel shall pay Alexa monthly child support in the amount of \$377.00.

- a. Child support should begin the month immediately following the entry of the parties' *Decree of Divorce* and should be paid in full by the 22nd of each month.
- b. Child support should continue until the minor child reaches eighteen (18) years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated.

MEDICAL INSURANCE FOR THE MINOR CHILDREN

25. While both parties are employed by MarketStar, each party shall responsible for carrying insurance for one of the minor children. In the event that one or both change employment, medical insurance shall be obtained as reasonably and cost effective for the parties.

- a. Each party shall be responsible for their entire premium cost associated for the minor child he/she is providing insurance.

b. 2The parties shall equally share all necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent minor children and actually paid by the parents.

26. The parties should share the child tax credit, or dependency exemption, (as the term is used and changes from time to time per the Internal Revenue Code “IRC”) for the minor children as follows:

- a. Samuel shall be entitled to claim TMW and Alexa shall be entitled to claim ONW.
- b. Once there is only one minor child, the parties should alternate the child tax credit or dependency exemption for the minor child with Alexa claiming the minor child for tax year 2039 and Samuel claiming the minor child for tax year 2040.

27. Each party should be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties should pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs should submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and should be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a children’s extracurricular activity without receiving prior consent from the other parent should be solely responsible for that expense. If a parent enrolls a child in an activity

without the other parent's consent, the activity should not infringe on the other parent's parent-time and the enrolling parent should pay the full cost.

28. Each party should be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, etc.). The parties should pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense should submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and should be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

29. The parties agree to equally share the cost for all work-related child expenses.

PERSONAL PROPERTY

30. During the course of the marriage relationship, the parties have acquired certain items of personal property. The parties shall equitably divide all personal property.

31. A party that is awarded an item of personal property is awarded the same free and clear of any right or claim to that item of personal property from the other party.

VEHICLES

32. The parties have the following vehicles which will be awarded as follows:

- a. Samuel will be awarded, free and clear of any claim or right of Alexa, the 2007 Ford Mustang and the 1994 Ford Bronco.
- b. Alexa will be awarded, free and clear of any claim or right of Samuel, the 2025 Subaru Solterra and shall be responsible for all monthly payments, holding Samuel harmless from any obligation due and owing.

REAL PROPERTY

33. During the course of the marriage, parties acquired real property including but not limited to a marital home located at 146 East Country Boy Drive, North Ogden, UT 84414.

34. Samuel should be awarded the marital home and shall be responsible for all monthly mortgage payments, insurance, property taxes, utilities, and all upkeep associated with the home, holding Alexa harmless from any obligation due and owing. The parties stipulate and agree that the current value is \$654,000.00 based upon a recent appraisal. The parties stipulate and agree that the equity be determined as of today in the amount of \$266,392.60. Samuel shall pay Alexa her $\frac{1}{2}$ equity (\$133,196.30) as follows:

- c. Commencing March, 2026, Samuel shall pay Alexa monthly payments of \$200.00;
- d. Samuel shall pay Alexa quarterly \$2,000.00 from projected bonuses. If Samuel receives a bonus above 110% payout, Samuel shall increase his quarterly payment and pay Alexa \$3,000.00. If Samuel receives a bonus below 100% of his payout, Samuel shall pay at least \$1,000.00 to Alexa for said quarter.

e. Samuel shall pay Alexa the balance of her equity amount of \$133,196.30 no later than May 1, 2029.

f. If Samuel has not paid Alexa her ½ equity in full by May 1, 2029, the parties may return to mediation before seeking court intervention.

35. Once Alexa has received her ½ equity of \$133,196.30, Alexa shall sign any quit claim or warranty deeds or any other documents necessary to transfer ownership of the property in an expeditious manner.

36. Both parties should be restrained from entering the other parties' residence without written consent of the other party.

BANK, INVESTMENT, AND RETIREMENT ACCOUNTS

37. The parties have acquired certain financial accounts during the course of the parties' marriage.

38. These accounts should be divided as follows:

<u>Account/Asset</u>	<u>Awarded to</u>
America First Credit Union #2346;	Samuel, with Alexa cooperating in removing her name from said accounts
Chase #5728; #5928	Samuel, with Alexa cooperating in removing her name from said accounts
Wells Fargo #6376; #8889	Alexa

39. Each party is awarded their individual 401(k), and/or Roth accounts, free and clear of any claim by the other party, both now and in the future.

40. A party not awarded an asset (or account) waives any claim or right as to that asset (or account) and the party awarded the asset (or account) is awarded that asset free and clear of any claim or right as to that asset. If the account or asset is jointly titled or such that both parties are on said account or asset, then the party not awarded that asset or account will not use that account or asset and will cooperate to immediately remove their name and access from the account and/or asset.

STOCK ACCOUNT THROUGH MARKETSTAR

41. During the course of the marriage, Samuel obtained stock through his employment at MarketStar. As of today's date, no payments have been paid out. In the event that any existing stock (as of today's date) is paid to Samuel by MarketStar, the proceeds shall be equally divided.

DEBTS AND OBLIGATIONS

42. The parties have accumulated certain debts and liabilities during the course of their marriage. These debts and obligations will be divided as follows:

<u>Debt/Liability</u>	<u>Responsibility of</u>
House mortgage as outlined above	Samuel
Subaru car loan as outlined above	Alexa
Chase credit cards ending in	Samuel

#6704 and #6089	
American Express credit card ending in #1009	Samuel
MasterCard credit card ending in #0337	Samuel
Costco Visa credit card ending in #0862	Alexa
RC Willey account	Alexa

43. Unless otherwise contemplated herein, each party is obligated to assume any and all obligations and debts incurred in their own names (other than outlined above). The parties are aware of no other joint debts not otherwise addressed herein, and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

44. The parties shall work together to remove the other party as an authorized user for joint credit cards.

45. The above division for debts and liabilities is taken into consideration with the property and global settlement contained herein; these are material terms.

46. Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5 and 30-3-5(1)(c)(1953 as amended), the parties shall provide a copy of their final *Decree of Divorce* to all

joint creditors for any outstanding obligations that are included in their *Decree of Divorce*.

47. Therefore, the party not obligated to pay a joint obligation shall:

- a. Send a copy of the *Decree of Divorce* to each creditor he or she is not required to pay as soon as possible;
- b. Notify the joint creditor of the current address for each party; and
- c. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

ALIMONY

48. Both parties waive a claim for alimony both now and in the future.

RESTRAINING ORDERS

49. Both parties should be restrained from threatening, harassing, bothering, or harming the other party at their respective homes or future place of employment.

50. Each party should be restrained from obtaining any new debt or credit in the name of the other party and from incurring any new debt on any joint account.

51. Both parties should be restrained from using the other parties' likeness or image on social media, online or take out credit in the other parties' name.

52. The parties are restrained from dissipating, transferring or in any way disposing of marital assets or accounts in contravention of this agreement.

GENERAL MEDIATION CLAUSE

53. Excepting immediate and irreparable harm, no dispute arising from or related to the *Decree of Divorce* should be presented to the Court without a good faith attempt by both parties to resolve the issue through mediation or another mutually agreeable method of dispute resolution. An emergency issue involving the minor children not subject to this provision, with the parties able to proceed as contemplated elsewhere herein.

*****Court Signature Will Appear at Top of First Page*****

APPROVED AS TO FORM:

/s/ Samuel White *4-12-26*
_____ Dated: _____.
SAMUEL WHITE
Petitioner

/s/ Alexa Packham *4-12-26*
_____ Dated: _____.
ALEXA PACKHAM
Respondent