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Attorney for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR WEBER COUNTY, STATE OF UTAH, OGDEN DEPARTMENT

IN THE MATTER OF THE MARRIAGE OF AMMON BOLDUC, Petitioner, and HANNA ELIZABETH BOLDUC, Respondent.		DECREE OF DIVORCE Case No: 244901196 Judge: Hon. Cristina Ortega Commissioner: Brandon Richards
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The Petitioner filed his Petition for Divorce on the 19th day of July, 2024. The Respondent filed her Answer and Counterclaim on the 9th day of August, 2024. The Petitioner and Respondent attended the Judicial Settlement Conference on the 5th day of January, 2026. At the Judicial Settlement Conference, the parties presented a stipulated resolution, which the Court accepted on the record. Pursuant to the terms of the stipulated resolution, the parties have consented that a Decree of Divorce should be entered consistent with the terms of the stipulated resolution. The Court having reviewed the Petitioner's Affidavit of Jurisdiction in Support of the Decree of Divorce, having previously entered its written Findings of Fact and Conclusions of

Law, and for good cause appearing, does hereby ORDER, ADJUDGE AND DECREE AS
FOLLOWS:

DECREE OF DIVORCE

The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

JURISDICTION

1. The Petitioner was for more than three (3) months prior to filing this action an actual and bona fide resident of Weber, State of Utah.
2. This Court has jurisdiction over Petitioner's claims pursuant to UTAH CODE ANN. § 78A-5-102 and UTAH CODE ANN. § 30-3-1.

GROUND

3. Petitioner and Respondent were married on the 17th day of August, 2018, in Ogden City, Weber County, State of Utah.
4. During the course of the marriage, the parties have encountered irreconcilable differences that have made the continuation of the marriage impossible.

CHILD CUSTODY AND PARENT-TIME

5. There have been two children born as issue of this relationship and marriage, to wit: E.B. born June, 2021 and R.B., born January, 2023.
6. The Parties are fit and proper parents to be awarded joint physical and legal care, custody, and control of the minor children.
7. Parent-time shall be as the parties agree. If the parties cannot agree, parent-time shall be as follows:

- a Petitioner shall have the children Thursday after school/daycare through Tuesday morning (five consecutive overnights).
 - b Respondent shall have the children for the remaining nine overnights in the two-week cycle.
 - c The parties clarified that there will be no additional midweek evening visits beyond the above rotation.
 - d Holidays and extended parent-time shall be as outlined in Utah Code Ann. § 81-9-304.
8. If school is in session, the receiving parent shall be responsible for picking up the child at school when school is regularly dismissed; or if school is not in session, and the parent is available to be with the child, at approximately 8 a.m. from the other parent, accommodating the other parent's work schedule. The parents should limit in-person communication during parent-time exchanges.
9. The children shall attend school in the district of Respondent's residence.
10. The children will not be raised in a particular faith. If the children desire to participate in any LDS ordinance:
- a Both parents shall be notified, and
 - b Petitioner shall have the first right of refusal to perform the ordinance, consistent with the children's wishes.
 - c Both parents may attend any such ordinance.
11. The parties shall follow this protocol for major decisions:
- a Discuss the issue between themselves;
 - b Consult with appropriate professionals if needed;

c Mediate before litigating.

12. Neither parent shall disparage the other or engage in conduct that diminishes the children's love and affection for the other parent.
13. Discussions with the children shall be age-appropriate and shall never involve divorce-related matters.
14. The parties will take note that UTAH CODE ANN § 81-9-202 contains additional advisory guidelines which are to govern all parent-time arrangements between the parties, unless otherwise agreed upon by the parties.
15. Pursuant to UTAH CODE ANN § 81-9-202(19), for emergency purposes, whenever a minor child travels with either parent, all of the following should be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.
16. In the event either party moves 150 miles or more from the residence of the other parent the parties should abide by UTAH CODE ANN. § 81-9-209, including its notice provisions.

SUPPORT PAYMENTS

17. Presently, the Petitioner is employed and earning a gross monthly income of \$8,667; Petitioner shall provide updated paystubs to Respondent's counsel for verification.
1. Presently, the Respondent is employed and earning a gross monthly income of \$4,902.

2. Based upon the parties' respective gross monthly incomes, and the uniform child support worksheet, the Petitioner should pay to the Respondent the monthly sum of \$1,018, as and for child support, *see* Child Support Worksheet attached hereto and incorporated herein as **Exhibit "A"**, and continuing each month thereafter until a child attains the age of eighteen (18) years and graduates from high school with his or her regular class, if later, or otherwise becomes emancipated, at which time child support should be re-computed given the remaining number of minor children.
3. Each parent should ensure that the children attend his/her/their regularly scheduled activities, including school activities, athletic events and extracurricular activities, while the children are with that parent.
4. Each parent should share equally the cost of any school or extracurricular activity expenses incurred for or on behalf of the minor child(ren) by mutual agreement of the parents.
 - a. The parent who directly pays for such expenses should provide a receipt or other written verification of payment to the other parent within 30 days.
 - b. A party incurring school and extracurricular activity expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if he/she fails to provide timely notice.
5. The parties shall equally share any out-of-pocket childcare costs, *see* Utah Code Ann. § 78B-12-215.
6. If an actual expense for child care is incurred, a party shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the child care

expense, but if the child care expense ceases to be incurred, that party may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

7. A party who incurs a child care expense shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of the provider and thereafter as requested by the other party. The party shall notify the other party of any change of child care provider or change in the monthly expense of child care within thirty (30) calendar days of the date of the change.
8. Whether or not delinquency has occurred, the Decree of Divorce should include an order that the either party may request that the Office of Recovery Services implement income withholding procedures for payment of child support obligations. Utah Code Ann § 26B-9-313 and Utah Code Ann §26B-9-405(3)(a).
9. Pursuant to Utah Code Ann. § 81-6-208, whichever parent is able to purchase health and dental insurance at the most affordable cost is required to maintain medical, hospital and dental care insurance for the dependent children where available at reasonable cost and the insurance coverage is accessible to the children. Each party should equally share the out-of-pocket costs of the premium actually paid by a party for the children's portion of insurance.
10. Presently, Petitioner is providing insurance for the minor children. However, Respondent shall enroll the children if available through her employer. If Petitioner's employment or insurance changes, the parties will have a good faith discussion about whether changing the insurance coverage is beneficial at that

time. In the event both parties are providing insurance coverage for the minor children, each parent shall pay their own premium for the children without reimbursement from the other. Furthermore, if both parties are providing insurance coverage for the minor children, Respondent's insurance shall be deemed as the primary insurance policy.

11. Pursuant to Utah Code Ann. § 15-4-6.7, each parent should provide a copy of the Decree to any medical provider at or before the time the provider renders medical or dental services to the minor child. Each parent should be obligated to request the medical provider separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the Decree.
12. Any reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children should be equally shared between the parties.
13. A party who incurs medical expenses should provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The other parent should reimburse the party incurring the expenses within 30 days of receiving said written verification. The party ordered to maintain insurance should provide verification of coverage to the other party, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year.
14. The party should notify the other party of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the party first knew or should have known of the change. A party incurring medical expenses may be

denied the right to receive credit for the expenses or to recover the other parties share of the expenses if that party fails to comply with the notification requirements herein.

15. Each parent should share equally the cost of any school or extracurricular activity expenses incurred for or on behalf of the minor children by mutual agreement of the parents.
16. The parent who directly pays for such expenses should provide a receipt or other written verification of payment to the other parent within 30 days.
17. A party incurring school and extracurricular activity expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if he/she fails to provide timely notice.

REAL PROPERTY

18. During the course of the marriage the parties have acquired real property located at 2267 W. 2855 S. West Haven Utah ("Property"). The Property shall be placed on the market to be sold. Within two weeks of the parties' judicial settlement conference, Petitioner shall provide the names of three realtors and Respondent shall select one of the proposed realtors. The parties will then utilize the selected realtor and have the home placed on the market by the end of February 2026.
19. The parties shall follow the recommendations of the real estate agent on listing price and accepting offers or making counteroffers. The net equity will be divided after all typical and ordinary closing costs are paid at closing, and the parties will equally share in the proceeds received from the sale of the home, except that Petitioner shall pay Respondent \$15,000 total from his share of the proceeds.

This \$15,000 consists of one lump-sum payment of \$10,000 as and for alimony, and \$5,000 to equalize the division of personal property.

PERSONAL PROPERTY

20. During the course of the marriage the parties have acquired personal property which shall be divided as follows:
 - a. Petitioner:
 - i Tesla Model 3 and any debt associated with said vehicle.
 - ii Financial Accounts in his name and under his control.
 - iii Half of any Joint Financial Accounts.
 - b. Respondent:
 - i Kia Seltos and any debt associated with said vehicle.
 - ii Financial Accounts in her name and under her control
 - iii Half of any Joint Financial Accounts.
 - c. Any property not listed above shall be awarded to the party who is currently in possession of it. The parties note that the Chrysler vehicle was previously sold and the proceeds accounted for in the property division herein.
21. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources should be awarded to the party from whose family it came.
22. Upon entry of the Decree of Divorce, the parties shall execute all documents necessary to transfer any awarded property into the other party's name.
23. If any personal property disputes should arise after the Decree of Divorce has been entered, the parties shall participate in mediation to come to a resolution

between them regarding the division of the disputed property, the cost of said mediation to be equally born by the parties.

STOCKS, BONDS, RETIREMENT, AND PENSION RELATED ASSETS

24. The parties have acquired stocks, bonds, mutual funds, and/or other retirement accounts, of which the marital portion shall be equally divided. Any pension related assets shall be divided pursuant to the *Woodward* formula, and any defined contribution related assets shall be divided pursuant to *Granger v. Granger*. The parties shall cooperate in using Rori Hendrix to prepare the Qualified Domestic Relations Orders associated with this division. Any documentation necessary to verify the parties' accounts shall be provided by the parties, including TSP, pension, and any retirement accounts associated with the parties' employment.

DEBTS AND OBLIGATIONS

25. During the course of the marriage the parties acquired debts and obligations to third parties. Each party will be responsible for the debts incurred in his/her own name and the vehicle awarded to him/her. The responsible party should hold the non-responsible party harmless on any debt or obligation associated with the debt. The responsible party should not include the debts in any bankruptcy petition.

NOTICE TO CREDITORS

26. Pursuant to UTAH CODE ANN §§ 15-4-6.5, 81-3-105 and 81-4-406(3), the parties are required to 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. Therefore, each party should:

- a. Send a copy of the Decree of Divorce as soon as possible to each creditor he/she is not required to pay;
- b. Notify the joint creditor of the current address for each party;
- c. Inform the 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.

HEALTH INSURANCE

27. Each party shall be responsible for their own health insurance.

LIFE INSURANCE

28. If either party owns a life insurance policy or an annuity contract, the court, pursuant to Utah Code Ann. § 81-4-406(3)(d), shall acknowledge that the owner of the policy (a) has reviewed and updated, where appropriate, the list of beneficiaries; (b) has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and (c) understands that if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract.

TAX FILING

29. The Parties will file separately every year.

MINOR TAX DEPENDENCY STATUS

30. Thereafter, the parties will each claim one of the children per year until only one child can be claimed for income tax deduction purposes. Once this occurs, the parties will alternate claiming the remaining child each year, with the Petitioner claiming in even years, and the Respondent claiming in odd years.
31. Pursuant to UTAH CODE ANN. §81-6-210, if a parent is not current in his/her support obligations pertaining to the child, including base child support, medical expenses and day care expenses, at the end of the calendar year, the tax exemption should automatically revert to the other parent.

ATTORNEY FEES AND COSTS

32. Each part shall be responsible for his/her own attorney fees and costs.

RESTRAINING ORDER

33. The following restraining orders shall issue:
- a. Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the children for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the child about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation.
 - b. Both parties shall be restrained from making visitation arrangements through the children.

- c. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children, or from committing any domestic violence or abuse against the other party or the minor children.
- d. Both parties are restrained from consuming any alcohol or illicit drugs during or immediately prior to his or her parent-time.
- e. Both parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations or should remove the children from such circumstances.
- f. Neither party shall use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.
- g. Any current use or posting of the other party on websites such as Facebook or other websites should be removed, unless the other party expressly consents to it remaining posted.
- h. All contact and communication between the parties shall be via email or text, except for medical emergencies; which may be and should be communicated via telephone immediately.
- i. Both parties shall be restrained from coming to the home, work place, or places where the other party is known to be present without the other party's express permission.

MISCELLANEOUS PROVISIONS

34. Each party shall be ordered to take any action, or to execute and deliver to the other party such documents, as is required to implement the provisions of the decree of divorce entered by the Court.
35. Respondent should be entitled to resume use of her maiden name should she so desire.

--END OF ORDER—

Signed as indicated at the top of page one

RULE 7 NOTICE TO RESPONDENT

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Decree of Divorce to the Court for signature upon the expiration of seven (7) days after service (and an additional three days if mailed), or upon written objection.

DATED this 30th day of March, 2026

/s/Peter E. Bracken
Peter E. Bracken
Attorney for Petitioner

DATED this 6th day of April, 2026.

Approved as to form and content:

/s/ David Pedrazas*

David Pedrazas

Attorney for Respondent

*Electronically signed by Melody Knowlden with express written permission via email.

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of March, 2026 I sent a true and correct copy of the foregoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

David Pedrazas
david@utahdivorce.biz

x Email

/s/ Melody Turner