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IN THE DISTRICT COURT OF UTAH
SECOND JUDICIAL DISTRICT, WEBER COUNTY
2525 Grant Avenue, Ogden, Utah 84401

In the Matter of the Marriage of: JUSTIN DON THOMSON, Petitioner,	<u>DECREE OF DIVORCE</u>
and	Case No. 264900044
EMILY BUCHANAN THOMSON, Respondent.	Judge: Catherine Conklin Commissioner: Christina Wilson

Petitioner, **JUSTIN DON THOMSON**, by and through his counsel of record, Jaycee Webb of Kristopher K. Greenwood & Associates, hereby submits the following Decree of Divorce. The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, does hereby find and order the following:

DIVORCE

1. The parties shall be granted a Decree of Divorce, final upon entry, severing the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences, pursuant to Utah Code Annotated § 81-4-405(1)(h).

CHILD CUSTODY

2. There have been two minor children born as issue of the parties' marriage, to wit: J.E.T. (born October 2015), and I.D.T. (born August 2018).
3. The parties shall be awarded joint physical custody of the parties' minor children.
4. The parties shall share joint legal custody of their minor children.
5. Regarding any major decisions affecting the minor children, the parties shall communicate in advance and discuss said major decisions in an effort to make a mutually agreeable decision. If the parties are unable to reach a mutually agreeable decision, the parties shall promptly consult with the relevant professional (i.e. physician, teacher, etc.) regarding a potential decision. If the parties are still unable to reach a mutually agreeable decision, Petitioner shall have the presumptive final decision-making power over medical issues regarding the minor children and Respondent shall have the presumptive final decision-making power over school issues regarding the minor children, subject to the right of either party to bring the issue before the court.

PARENT-TIME

6. The parties' parent-time with the minor children shall be as the parties can agree. However, if they are unable to agree, parent-time shall be pursuant to Utah Code Annotated § 81-9-305.
7. Holiday and extended parent-time shall be as the parties can agree. If they are unable to agree, the parties shall have extended parent-time pursuant to Utah Code Annotated § 81-9-305 and holiday parent-time consistent with Utah Code Annotated § 81-9-303, with Respondent being designated as the custodial parent for holiday purposes only.

8. In the event that either party is incapacitated as determined by a medical/mental health provider or any type of legal proceeding, the minor children shall be remanded into the sole care of the other party, until such time as the party regains capacity.

9. In the event that either party is placed on an involuntary hold by any psychiatric or medical facility, their parent-time shall immediately be limited and shall be pursuant to Utah Code Annotated §§ 81-9-207 and 81-9-302, with the following restrictions:

- a. Such supervised parent-time shall be supervised by a mutually agreeable third party. If the parties are unable to agree on a third-party supervisor, a supervised parent-time professional shall be required to supervise such parent-time, remaining in eyesight and earshot of the minor children, at the cost of the supervised party.

- b. Such parent-time shall remain limited and supervised until such time as the supervised party is able to complete the following:

- i. The supervised party shall be required to attend all outpatient psychiatric treatment recommended and/or ordered in their outpatient treatment plan, including but not limited to all therapies, follow-up appointments, etc., and to take all medications prescribed to them by their prescribing psychiatric professional and/or primary care physician, as recommended. Proof of such compliance may be satisfied by a letter from the above mental health professionals, specifically stating compliance with the recommendations and medications prescribed.

c. Once the supervised party is able to provide the other party with proof that they have adhered to their treatment plan for a period of one (1) full month, proof of ongoing maintenance of their treatment, and upon approval from their prescribing psychiatric physician, the supervised party shall automatically be entitled to a step-up in parent-time, and shall have unsupervised parent-time consistent with Utah Code Annotated § 81-9-303.

d. If the supervised parent is able to successfully provide proof of ongoing treatment and maintenance consistent with their treatment plan during their unsupervised parent-time under Utah Code Annotated § 81-9-303 for an additional one (1) full month, the party shall automatically be entitled to a step-up in parent-time and shall have parent-time as the parties can agree. If the parties are unable to agree, such parent-time shall return to be consistent with Utah Code Annotated § 81-9-305.

10. For one year following the signing of the Stipulation, the parties shall be obligated to provide updates with respect to mental health treatment every 6 months. If, at any time during that period, either party fails to substantially adhere to an active psychiatric treatment plan or fails to provide the other with proof as to their compliance with their treatment plan, such party's parent-time shall revert to supervised parent-time consistent with Utah Code Annotated §§ 81-9-207 and 81-9-302, and they shall be required to restart the requirements to receive unsupervised, equal parent-time.

11. Transportation shall be as the parties can agree. If the parties are unable to agree, the party commencing their parent-time shall be responsible for the transportation of the minor children.

12. If either party is unable to personally care for the minor children overnight during their parent-time, the other party shall be awarded the Right of First Refusal.

13. The parties shall maintain an age-appropriate communication device (such as a GABB watch) for each child. The parties shall equally share the cost of such communication device, which shall be accomplished by Petitioner assuming the costs for J.E.T.'s device and Respondent assuming the costs associated with I.D.T.'s device.

14. In the event that either party relocates more than 150 miles from the other, the parties shall abide by the notice provisions contained in Utah Code Annotated § 81-9-209.

15. Each party may make emergency decisions affecting the health or safety of the minor children while that party is exercising their parent-time with the minor children.

CHILD SUPPORT

16. Petitioner shall pay Respondent an amount of \$355.00 in child support each month, based on a joint custody worksheet, with Petitioner's gross monthly income of \$6,666.67, and Respondent's gross monthly income of \$2,686.67, and with Petitioner receiving 182 overnights and Respondent receiving 183 overnights.

17. In the event parent-time changes as outlined above, child support shall be automatically recalculated based on the parties' current incomes and the parent-time schedule they are following.

18. Pursuant to Utah Code Annotated § 81-7-102(3), monthly child support payments shall be due one-half by the 5th and one half by the 20th of each month. At the request of either party, child support payments shall be automatically deducted from the obligated party's paycheck and

automatically deposited into the receiving party's account by ORS, as articulated in Utah Code Annotated § 26B-9-113(2)(a).

19. Pursuant to Utah Code Annotated § 81-6-213, child support for a minor child shall terminate at the time: (i) the children becomes eighteen years of age or has graduated from high school during the children's normal and expected year of graduation, whichever occurs later, or (ii) the children dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Annotated Title 80, Chapter 7, Emancipation.

20. Pursuant to Utah Code Annotated § 26B-9-303, an order through the Office of Recovery Services authorizing Universal Withholding Relief may be issued if the obligated party becomes thirty (30) days delinquent in the payment of their child support. Shall this occur, the obligated party shall be solely responsible for any and all of ORS's fees.

CHILD CARE EXPENSES

21. Each party shall be solely responsible for the cost of child care expenses during their parent-time.

HEALTH INSURANCE

22. Pursuant to Utah Code Annotated § 81-6-208, Petitioner shall maintain health insurance for the minor children so long as it is available to them at a reasonable cost.

23. The parties shall equally (50/50) share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children, and actually paid by a party, including deductibles and co-payments.

24. When the minor children are covered by only one health insurance plan, the parties shall equally (50/50) share the out-of-pocket costs and the premiums actually paid by a party for the minor children's portion of insurance, consistent with Utah law.

25. If, at any point in time, the minor children are covered by the health insurance plans of both parties, the health insurance plan of Petitioner shall be primary coverage for the minor children and the health insurance plan of Respondent shall be secondary coverage for the minor children.

26. If a party remarries and the minor children are not covered by that party's health insurance plan but are covered by a step-parent's plan, the health insurance plan of the step-parent shall be treated as if it is the plan of the remarried party and shall retain the same designation as the primary or secondary plan of the minor children.

27. Pursuant to Utah Code Annotated § 15-4-6.7(1)(a), the parties shall maintain separate billing accounts with the minor children's health care providers whenever possible.

28. If separate billing accounts are not available, a party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment. The other party shall pay their one-half of the expense within thirty (30) days after receiving the written verification

EXTRACURRICULAR EXPENSES & SCHOOL FEES

29. The parties shall equally (50/50) share all extracurricular expenses for the minor children, so long as they are agreed to in advance and in writing.

30. If either party incurs any extracurricular expense without a prior written agreement, said party shall be responsible for the full amount and shall not be subject to any reimbursement from the other party for the said expense.

31. Further, the parties shall equally (50/50) share all necessary school fees including, but not limited to, school lunches, registration fees, uniforms, books, lunch costs, etc.

32. A party who incurs an extracurricular activity or school expense that is to be split shall provide the other party written verification of the cost within thirty (30) days. The other party shall pay their one-half of the expense within thirty (30) days after receiving the written verification.

REAL PROPERTY

33. During the course of the marriage, the parties acquired real property located at 564 East 2025 North, North Ogden, Utah 84414. The home shall be listed for sale with a mutually agreed-upon realtor within thirty (30) days of signing the Stipulation. The parties agree to use Jarad Winterton/Real Broker, LLC for the sale of the property. If for any reason after 90 days the parties agree that a new realtor shall be engaged, they shall cooperate in selecting a mutually agreed upon realtor as follows: Respondent shall offer three potential realtors within fourteen (14) days of signing the Stipulation and Petitioner shall then have seven (7) days to choose the realtor from the options provided. During the time in which the home is on the market, Petitioner shall continue to pay the mortgage. Respondent shall vacate the real property on or before June 30, 2026. The parties shall be mutually responsible for maintaining the home in a marketable and show-ready condition.

34. The parties shall cooperate in all respects of the sale of the real property and shall abide by the recommendations of the realtor. The parties shall agree on any necessary repairs and the processes for each repair (i.e. mutually choosing the contractor). Petitioner shall pay the up-front costs for the repairs and shall provide Respondent with the relevant receipts.

35. The proceeds from the sale shall first be used to pay the mortgage, any debts secured against the property, any closing costs, and/or fees, etc. Any remaining proceeds shall be first used to

reimburse Petitioner for the repairs made, for which he has provided receipts. Any remaining proceeds from the sale shall be divided equally (50/50) between the parties.

PERSONAL PROPERTY

36. Petitioner shall be awarded the following, free and clear of any claim from Respondent, now or forever:

- a. Any bank accounts held solely in Petitioner's name;
- b. The 2016 Toyota Corolla;
- c. Any personal items and effects; and
- d. All items owned prior to the marriage, inherited by, and/or purchased by Petitioner and in Petitioner's possession.

37. Respondent shall be awarded the following, free and clear of any claim from Petitioner, now or forever:

- a. Any bank accounts held solely in Respondent's name;
- b. The 2012 Dodge Caravan;
- c. Any personal items and effects; and
- d. All items owned prior to the marriage, inherited by, and/or purchased by Respondent and in Respondent's possession.

38. Any other personal property, furnishings, décor, etc. shall be divided as the parties can agree.

39. The parties agree that any accounts in the names of either minor child shall remain with the said minor child. However, both parties shall maintain access to such accounts.

40. Both parties shall cooperate to effectuate the transfer of the joint personal property, including retitling, refinancing, etc. within sixty (60) days of entry of the Decree of Divorce.

RETIREMENT AND RELATED ASSETS

41. The parties shall equally divide the marital retirement account in Petitioner's sole name, which is administered by ADP. Respondent shall be solely responsible for preparing the necessary transfer documentation and Petitioner shall provide the necessary account information. Thereafter, the parties shall each be entitled to keep their own retirement, investment, and related assets, free and clear from the other, now or forever.

DEBTS

42. Petitioner shall be responsible for the following debts and/or obligations and shall indemnify and hold Respondent harmless on any and all debts and/or obligation he is ordered to pay:

- a. Any credit cards held in his own name;
- b. The parties' joint America First Credit Union credit card ending in 9126;
- c. Any debts, loans, or obligations held in his own name; and
- d. Any debts associated with the personal property he is awarded.

43. Respondent shall be responsible for the following debts and/or obligations and shall indemnify and hold Petitioner harmless on any and all debts and/or obligations she is ordered to pay:

- a. Any credit cards held in her own name;
- b. Any debts, loans, or obligations held in her own name; and
- c. Any debts associated with the personal property she is awarded.

44. Pursuant to Utah Code Annotated § 81-4-406(3)(b), the parties shall notify respective creditors or obligees regarding the court's division of debts, obligations, or liabilities and regarding the parties' separate, current addresses.

LIFE INSURANCE

45. The parties shall each be awarded any life insurance policies in their own name, without claim from the other, now or forever.

ALIMONY

46. Petitioner has the ability to pay alimony, and Respondent is in need of support.

47. Petitioner shall pay alimony in the amount of \$500.00 per month to Respondent for a period of forty-eight (48) months, beginning the first of the month following the sale of the home. Such amount shall be due concurrently with the child support outlined above.

48. Alimony shall automatically terminate upon either party's death, or upon Respondent's remarriage or cohabitation.

MUTUAL RESTRAINING ORDERS

49. Both parties shall be restrained from disparaging or degrading the other in the presence of the minor children. Each party shall treat the other party with dignity and respect in the presence of the minor children.

50. Both parties shall be restrained from disparaging or degrading the other in any public capacity including, but not limited to, on social media.

51. The parties shall each have the affirmative duty to remove the minor children from any location or situation that is unsafe for the minor children.

52. Both parties shall be restrained from discussing any adult or divorce-related issues with or in front of the minor children, including any and all details regarding this litigation. The parties shall take all appropriate measures to ensure that the minor children do not hear or see any of the custody-related issues without court order.

53. Neither party shall partake in and/or be under the influence of any drugs and/or illicit substances while the minor children are in their care.

54. Neither party shall be under the influence of and/or consume alcohol to the point of inebriation and/or intoxication while the minor children are in their care.

55. Each party shall be responsible for ensuring that third parties do not do what they themselves are prohibited from doing. The parties shall each have the affirmative duty to use their best efforts to prevent the minor children's exposure to third-party violations, including removing the minor children from the situation if necessary.

TAXES

56. The parties shall each claim one child on their state and federal tax returns, with Petitioner claiming J.E.T. and Respondent claiming I.D.T.

57. Once the parties share only one minor child, Petitioner shall be entitled to claim the minor child on his tax returns in even years, and Respondent shall be entitled to claim the minor child on her tax returns in odd years.

ATTORNEY FEES AND COURT COSTS

58. Each party shall pay their own attorney fees and court costs related to this case.

MISCELLANEOUS

59. Petitioner shall be able to take her maiden name, family name, or any other name shall she so choose.

60. Jessica Read shall be released as the Guardian ad Litem in this matter.

61. Each party shall be ordered to execute and deliver to the other the documents required to implement the provisions of this Decree of Divorce entered by the court.

62. The parties agree that their Stipulation and Agreement resolves all remaining issues of the

parties' financial accounts, vehicles, life insurance accounts, assets, and debts/obligations, etc.

63. The parties shall sign all documents necessary to comply with the Decree of Divorce within sixty (60) days from the entry of this Decree. If a party fails to sign a document within sixty (60) days, the other party may ask the court to appoint someone to sign the document.

**END OF DOCUMENT – COURT DATE AND SIGNATURE APPEAR AT THE TOP OF
THE FIRST PAGE**

APPROVED AS TO FORM:

/s/ Courtney Cooper

Courtney Cooper

Attorney for Respondent

**Signed electronically with permission
from Courtney Cooper.

APPROVED AS TO FORM:

/s/

Jessica Read

Guardian ad Litem

NOTICE

To Attorney for Respondent and Guardian ad Litem:

You will please take notice that the undersigned, Attorney for Petitioner, will submit the above and foregoing Decree of Divorce to the judge of the above-titled court for signature, upon the expiration of seven (7) days from the date this Notice is emailed to you, unless a written objection is filed prior to that time, pursuant to Rule 7 of the Utah Rules of Civil Procedure.

Kindly govern yourself accordingly.

DATED this 14th day of July, 2026.

KRISTOPHER K. GREENWOOD, LC

/s/ Jaycee Webb

Jaycee Webb

Attorney for Petitioner

CERTIFICATE OF DELIVERY

I hereby certify that on this 14th day of July, 2026, I emailed a true and correct copy of the foregoing Decree of Divorce to the following:

Courtney Cooper
Nick Nielsen
75 Towne Ridge Parkway, Suite 125
Sandy, Utah 84070
ccooper@ruddfirm.com
nnielsen@ruddfirm.com

Jessica Read
1725 Legend Hills Drive #345
Clearfield, Utah 84015
jessica@jessicareadlaw.com

/s/ Jaycee Webb