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

In the Matter of the Marriage of:	)	DECREE OF DIVORCE
JENNIFER LYNN HENDERSON	)	
Petitioner,	)	
	)	
and	)	Case No. 264900698
	)	Judge HALL
	)	Commissioner RICHARDS
L. SEAN HENDERSON,	)	
Respondent.	)	

WHEREFORE the Court has reviewed the Findings of Fact and Conclusions of Law, Stipulation on Divorce and Custody, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged, and decreed as follows:

- 1) JURISDICTION:** That Jennifer was for more than three (3) months prior to filing this action an actual and bona fide resident of Weber County, State of Utah.
- 2)** Jennifer and Sean were married on the 24th day of March, 2010, in Murray, Utah.

- 3) GROUND:** During the course of the marriage, the parties have experienced differences that cannot be reconciled that make continuation of the marriage impossible and the parties are granted a divorce on the grounds of irreconcilable differences.
- 4)** The parties were separated as of April 2026.
- 5) CUSTODY & SUPPORT:** There is one (1) child born as issue of this marriage under the age of 18 to wit; K.S. H. dob 06/29/2016.
- 6) CUSTODY:** Jennifer and Sean are fit and proper to be awarded joint legal and physical custody of the minor child.
- 7) LEGAL CUSTODY:** The parties shall discuss all major issues regarding the minor child, including but not limited to medical, educational, and religious decisions. To ensure timely and effective decision-making, the following dispute resolution protocol shall apply:
- a.** Step 1: Formal Discussion. A discussion is initiated when one party sends a written proposal. The parties shall have 48-hours to respond to the request and indicate agreement or if there is a dispute.
 - b.** Step 2: Professional Consultation: If no agreement is reached, the parties may consult a qualified professional (e.g., physician, educator, expert, etc.) and give significant weight to that recommendation.
 - c.** Step 3: Mediation: If disagreement remains, either party

may initiate mediation within ten (10) business days, or the objection is waived. If mediation takes place, the mediator shall be agreed upon and each party will pay one-half of the cost of the mediator's fees.

d. Step 4: If during the dispute resolution process the parties are unable to reach an agreement after good faith discussion, they may mutually agree to resolve the issue by using a random roll of a standard six-sided die which roll shall be conducted in the presence of a neutral witness or recorded so both parties can verify the result. The outcome shall only be binding if both parties voluntarily agree to use this method for the specific dispute. This is intended for low-stakes parenting matters such as scheduling preferences, routine or minor decisions. This shall not be used to resolve major issues affecting Kohen's health, safety, education, mental health, medical care, psychological treatment, ADHD treatment, religious upbringing, school placement or any issue that could substantially affect his welfare.

e. Step 5: If there was no agreement after mediation and the issue is one that would affect Kohen's health, safety, education, etc., either party may bring the issue back before the Court.

8) The child will continue in his elementary bridge school with his IEP with the parties discussing junior high and high school thereafter and will do so on an annual basis.

9) PHYSICAL CUSTODY: The parties shall be awarded joint physical custody with the parties exercising 50/50 parent-time consistent with U.C.A. §81-9-305 with Jennifer having 183 overnights in a year and Sean having 182 overnights in a year. The parties will work together to determine the best parent-time schedule.

10) The parties shall share responsibility for transporting the minor child for all parent-time exchanges and shall divide transportation duties as equally and equitably as reasonably possible.

a. The preferred exchange locations, in order of priority, are:

- i.** The child's school, when school is in session.
- ii.** Curbside at the receiving parent's residence.
- iii.** The receiving parent's workplace parking lot, if a school or residential exchange is not practical.
- iv.** Any other mutually agreed-upon location, provided the parties agree in writing or through the parenting communication application at least twenty-four (24) hours in advance.

b. Unless otherwise agreed, the parties shall also confirm the exchange time at least twenty-four (24) hours in advance

whenever the time is not already established by this Parenting Plan.

c. If either party relocates more than thirty-five (35) miles from Roy, Utah, that parent shall be responsible for any additional travel time, distance, and transportation costs resulting from the relocation, unless the parties otherwise agree in writing.

d. A stepparent, grandparent, or adult sibling of the minor child may assist with transportation. Any other third party may assist only if both parties agree in writing beforehand, except in the case of an emergency.

e. During transportation, the minor child shall have access to his Gabb Watch or another mutually agreed-upon communication device so that both parents may communicate with the child and monitor his location.

f. All exchanges shall be conducted peacefully and respectfully. Neither parent shall harass, intimidate, threaten, or argue with the other during exchanges. Each party shall make reasonable efforts to arrive on time, and absent unforeseen circumstances, exchanges should occur within fifteen (15) minutes of the scheduled exchange time.

11) The parties shall make a good-faith effort to ensure that each parent has meaningful parenting time with the minor child during holidays and special occasions each year. The parties are encouraged to cooperate and agree upon a holiday schedule that is in the child's best interests. If the parties are unable to reach an agreement regarding holiday parent-time for any particular holiday, the applicable holiday parent-time provisions in Utah Code § 81-9-302 shall govern for that holiday with Jennifer exercising the custodial parent holidays unless the parties otherwise agree in writing.

12) The parties shall each be awarded two weeks of uninterrupted summer parent-time each year with Sean receiving preference of weeks in odd numbered years and Jennifer preference in even numbered years. The preference shall apply if the weeks are designated by May 1 of each year. The other party shall designate by May 15 of each year. This designation shall be consistent with U.C.A. § 81-9-302.

13) INTERNATIONAL TRAVEL AND PASSPORT: Neither parent shall take the child outside of the United States without the prior written consent of the other parent, unless otherwise ordered by the Court. Written consent may be provided by email, text message, or other verifiable electronic communication. Absent such consent or Court order, international travel with the child is prohibited with

neither parent unreasonably withholding consent to travel.

a. Advance Notice of Travel. Any parent seeking to travel internationally with Kohen shall provide the other parent with no less than thirty (30) days' advance written notice of the intended travel. Such notice shall include the destination(s), dates of travel, flight information (if applicable), lodging information, and a telephone number where the child may be reached in the event of an emergency.

b. Passport Application and Renewal. The parties shall cooperate in good faith in obtaining, renewing, or replacing Kohen's passport. Both parties shall sign all documents necessary for the issuance or renewal of the child's passport within seven (7) days of receiving such documents. Neither parent shall unreasonably withhold consent for passport issuance or renewal.

c. Possession of Passport. When not in use for approved travel, Kohen's passport shall be held by Jennifer. The parent in possession of the passport shall provide it to the other parent within five (5) days of receiving a written request for upcoming approved international travel. The passport shall be returned to the designated custodian within five (5) days of the child's return to the United States.

d. No Interference. Neither parent shall conceal, destroy, withhold, or refuse to return Kohen's passport. Any interference with the child's ability to travel pursuant to this Agreement may be subject to enforcement by the Court.

14) The parties shall incorporate the following parenting plan:

PARENTING PLAN

GROUND RULES

- A.** The objectives of this parenting plan are the following:
- a. to provide for the child's physical care;
 - b. to provide for the child's emotional stability;
 - c. to provide for the child's changing needs as they grow and mature so as to minimize future parenting plan modifications;
 - d. to set forth the authority and responsibilities of each parent with respect to the child;
 - e. to minimize the child's exposure to harmful parental conflict;
 - f. to help minimize any conflict between the parents;
 - g. to provide for and foster appropriate, civil and continuing communication and cooperation between the parents and guidelines regarding their communication and resolution of any conflicts;
 - h. to encourage the parents to meet the needs of their child and their responsibilities as a parent through agreements and cooperation instead of relying on judicial intervention; and,
 - i. To protect the best interests of the child.
- B.** The parties understand the objectives of this parent-plan and believe they are both dedicated parents who desire to create a

structured parenting relationship for the benefit of their child and that their focus is the needs and interests of the child.

C. The parties realize that both of them are important to the child; that the child need their active support, and the parents agree to respect each other's role as a parent and their decisions with regards to the child.

D. The parties agree that to have a successful parenting relationship they will need to be flexible with the other parent. The parties shall incorporate U.C.A.§81-9-202 in giving special consideration to make the child available for funerals, weddings, or significant events.

E. As such, the parents understand and agree to develop and maintain good communication with each other and to establish a cooperative working relationship based upon trust, compromise, the sharing of information and open, honest and frequent communication between them.

F. The parents understand that the communication between them shall be civil and shall be regarding the health, welfare, education and all other interests of the child.

G. The parents understand that a conflict between them causes emotional trauma and pain to their child and this conflict shall be avoided.

H. The parents understand that consistency between the households is important regarding the child's schooling, discipline, etc.

I. During any period of parent-time, any firearm in either parent's home, vehicle, or under that parent's control shall be stored unloaded in a locked safe or locked container, with ammunition stored separately in a locked location. Firearms shall not be left unsecured or accessible to the minor child at any time.

J. The parties acknowledge that age-appropriate employment and educational opportunities, including dual enrollment, trade school, vocational programs, college preparation, scholarships, and other post-secondary opportunities, can provide the minor child with valuable life skills and prepare him for adulthood. The parties shall reasonably cooperate to support these opportunities and accommodate the child's reasonable work and educational schedules. Neither parent shall claim that reasonable work or educational commitments, agreed upon in good faith, constitute a denial or interference with the other parent's court-ordered parent-time.

TIME SHARING AND RESIDENTIAL PLAN

K. Both parents shall ensure that the minor child is dropped off at school on time, picked up from school on time, and attends school regularly unless excused for illness or another legitimate reason.

L. Both parents shall encourage the minor child to complete homework, assignments, projects, and reading assignments and shall make their best reasonable efforts to assist the child with schoolwork during their respective parent-time.

M. Only a parent may check the minor child out of school during school hours unless the parties otherwise agree in writing in advance or an emergency makes prior written agreement impracticable.

N. Neither parent shall keep the minor child home from school during regular school hours except for illness, emergency, or another legitimate reason.

O. Both parents shall keep the other parent reasonably informed regarding the child's education and school-related activities, including homework assignments, special projects, tests, parent-teacher conferences, IEP meetings, extracurricular activities, school events,

attendance concerns, academic performance, and any behavioral or disciplinary issues of which they become aware. Each parent shall promptly share important information received from the child's school to help ensure both parents remain actively involved in the child's education.

P. If either parent receives notice of a parent-teacher conference, IEP meeting, disciplinary meeting, or other significant school meeting, that parent shall promptly notify the other parent and provide sufficient information so both parents have the opportunity to attend.

Q. Both parents shall communicate in good faith regarding the child's educational progress, homework, projects, tests, school events, attendance, behavior, and any concerns involving academics or educational services.

R. Both parents are encouraged to attend parent-teacher conferences, IEP meetings, school meetings, extracurricular activities, school performances, sporting events, award ceremonies, and other significant educational events whenever reasonably possible.

S. Each parent shall have equal access to the child's educational records, report cards, online school portals, teachers, counselors, and other school personnel, consistent with applicable law. Both parents shall maintain access to the child's online school portal and shall make reasonable efforts to review school communications, assignments, grades, attendance, and announcements on a regular basis.

T. Both parents shall cooperate in implementing the child's IEP, Section 504 Plan (if applicable), and other educational accommodations or services recommended by the school, unless otherwise agreed in writing or ordered by the court.

U. Neither parent shall unilaterally change the child's school, educational placement, or educational program without the written agreement of the other parent or a court order, except as otherwise permitted by law.

V. During parent time, each parent shall provide the child with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping quarters; (4) appropriate medical examinations and treatment; and (5) supervision and guidance as appropriate for the age of the child. That parent will also ensure that they will not engage in, nor permit the presence of any excessive alcohol consumption, unlawful drug use, sexually explicit activities, violence, or disrespect for law and order.

W. Each parent may make decisions regarding the day-to-day care and control of the child while the child is in the physical custody of that parent.

X. The parents shall both allow the child to engage in extra-curricular activities with both parents assisting in transportation to the activities. The parents will both be respectful to one another at all joint events of the child.

Y. The child shall continue in the LDS faith with his records in Jennifer's ward. The parties may both attend special events of the child.

Z. If either parent is going out of state with the child, that parent shall provide to the other the address and telephone number of where the child will be prior to travel taking place.

AA. The child shall be allowed reasonable telephone contact with each parent as initiated by the child.

BB. The child shall not have social media or a smartphone until the child is aged 13 and only if mutual agreement of the parties following the decision-making steps.

CC. For all electronic use, both parents will provide supervision and use reasonable parental controls.

DD. Neither party will have the child miss school for vacation or parent-time unless first agreed upon in writing.

EE. The parents will both provide clothing to the child during their own parent-time or if clothing is sent, the item shall be returned in good condition.

SHARING OF INFORMATION

FF. The parents will use their best efforts to communicate and share information with each other on a frequent basis regarding the child's development, school work, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.

GG. The parties shall communicate regarding the minor child through Our Family Wizard, or another mutually agreed upon or court-approved co-parenting communication application. Each parent shall be responsible for his or her own costs associated with the application.

HH. Each parent shall respond to communications within twenty-four (24) hours whenever reasonably possible. All communications shall remain civil, respectful, and child-focused. Neither parent shall use the minor child as a messenger or intermediary between the parties.

II. After one (1) year of successfully using the co-parenting communication application, if both parents agree they have consistently communicated respectfully and without significant conflict, they may mutually agree in writing to discontinue use of the

application and instead communicate by text message, email, or another mutually agreed-upon method.

JJ. If communication later becomes high conflict, or either parent believes the co-parenting communication application is needed again, either parent may require that all communications regarding the minor child return to the application by providing written notice to the other parent. The parties shall resume using the application within seventy-two (72) hours of such notice.

KK. The parents will notify the other parent of all school programs, church events, extracurricular activities, and sporting events that involve the child.

LL. The parents will notify the other parent of illnesses the child may have when they are at the individual homes.

MM. The parents will discuss any problems either one of them is experiencing with disciplining the child and they will work together to enforce similar discipline plans/goals at each home.

NN. The parents agree to communicate with each other any concerns regarding the wishes of the child in regards to parent-time and work together to do what is in the best interest of the child, in order to minimize any undue stress on the child.

OO. The parents agree to immediately advise the other parent of any changes in the address, telephone number, or other information pertinent to their communication and the communication they have with the child.

PP. The parents agree not to place the child in the middle of their communications or conflicts that may arise, if any. They will not probe or question the child regarding the other parent, send messages to the other parent through the child disparage or degrade the other parent in the presence of the child or allow third parties to do so.

MAJOR DECISIONS AND DISPUTE RESOLUTION

QQ. The parents agree that all major decisions concerning the child including health, education, religion, day care and general welfare will be discussed, and that they will both have input as to what is in their child 's best interests following the joint legal custody paragraphs.

RR. The parties shall provide 60 days' notice prior to any move out of state or more than 20 miles and 10 days' notice any in state relocation within 20 miles. Parents following U.C.A. §81-9-209 for notice.

SS. This plan shall be made an Order of the Court and shall be in effect until modified through petition and an establishment of a substantial change in circumstances. Any changes to the Plan shall be made in writing, date, and signed by both parents. Until such Order from the Court, or written change is made, or this Plan and its terms shall remain enforceable and shall govern any dispute.

TT. Additional provisions to the parenting plan may be added by written agreement of the parties.

End of Parenting Plan.

15) CHILD SUPPORT: Sean is currently employed and earns \$8,014/month from his full-time position.

16) Jennifer is currently employed and earns \$4,780/month from her full-time position.

17) Child support is established in accordance with the minimum support guidelines using the allowable gross incomes of the parties in an amount as provided for by Utah Code Ann. §81-6-301 et. seq. for the minor child of the parties based on a joint custody worksheet with

Jennifer having 183 overnights and Sean 182 overnights. The amount of child support provided per Code is \$164 per month to be paid by Sean to Jennifer.

18) Either party may open a case with the Office of Recovery Services to effectuate collection of child support and related expenses.

19) The parties shall jointly and equally be responsible for any extra-curricular activities for the child which are first agreed upon in writing. Neither parent shall unreasonably withhold consent and neither parent shall enroll the child in an activity that substantially occurs during the others parent-time without written consent.

20) The parties shall equally split the costs of school fees, school lunches, and other mandatory expenses.

21) CHILDCARE: The parties shall equally split any daycare expenses incurred for child care for work related care with the parties working together to avoid paid care or surrogate care when possible and using grandparents over paid care.

22) MEDICAL: The minor child is currently covered on Sean's insurance and he shall be ordered to maintain that insurance for the child so long as it is available at a reasonable cost through his employer. The parties shall equally split the cost of the child's portion of medical, dental, and vision insurance. In the event both parties

have medical coverage for the child, the child shall be double covered with Sean's insurance as primary and the parties shall each pay their own medical premiums costs for the child.

Each parent is to pay for one-half ($\frac{1}{2}$) of any deductible or non-covered amounts for such essential medical, vision, or dental services or prescriptions related thereto that are not paid by the insurance provider to include co-pays. The parent ordered to maintain insurance shall provide verification of coverage to the other parent and ORS and notify of any changes.

23) A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. The other parent is ordered to make their portion of those payments or make arrangement to do so within thirty (30) days of receipt of the documentation supporting required participation.

24) Neither parent shall contract for or incur any obligation for elective surgery for the child anticipating co-payment from the other parent without the prior agreement or consent of that parent in writing. Orthodontia work for the child shall be split 50/50 by the parties.

25) If the parties are unable to reach an agreement regarding any non-emergency medical treatment, prescription medication, elective medical procedure, orthodontic treatment, psychological evaluation, psychological counseling, or other significant healthcare decision for the minor child that requires the mutual consent of the parties or

creates a shared financial obligation, the matter shall first be addressed through the dispute resolution procedures set forth in this Parenting Plan. If the parties remain unable to reach an agreement, either party may petition the Court for a determination before the treatment or service is initiated, except in the case of a medical emergency requiring immediate care.

26) TAXES: The parties shall alternate claiming the minor child for all federal, state, and local income tax benefits associated with the child, to the extent permitted by applicable law.

a. Even-Numbered Tax Years: Mother shall have the exclusive right to claim all available tax benefits associated with the minor child beginning with the **2026** tax year and every even-numbered tax year thereafter.

b. Odd-Numbered Tax Years: Father shall have the exclusive right to claim all available tax benefits associated with the minor child beginning with the **2027** tax year and every odd-numbered tax year thereafter.

27) Because the parties anticipate sharing equal parenting time, the parent who is required under applicable tax law to release or transfer any tax benefit to the other parent shall timely execute and deliver IRS Form 8332, or any successor form, together with any required

state forms, if such documentation is required under then-current tax law.

28) Any required forms shall be signed and delivered no later than January 31 following the applicable tax year (for example, January 31, 2027, for the 2026 tax year), provided the parent claiming the tax benefit is current on all child support obligations due for that tax year or as otherwise ordered by the Court.

29) The parties agree to cooperate in good faith and timely provide any additional information or documentation reasonably necessary to allow the parent entitled to claim the child for that tax year to receive the applicable tax benefits.

30) REAL PROPERTY: The parties acknowledge that the marital residence is located at 4833 S. 4150 W., Roy, Utah.

a. Award of Residence. Sean shall be awarded the marital residence as his sole and separate property. Sean shall diligently pursue refinancing the existing mortgage into his sole name as soon as reasonably possible and shall not intentionally delay the refinance or payment of the agreed equity settlement. Sean shall have up to ninety (90) days following entry of the Final Decree of Divorce to complete the refinance. Sean shall provide an update every 30 days to Jennifer on the status of the refinance, this update shall be in writing with proof from the

lending agency showing the status as to whether the loan has been approved, denied, or delayed or other relevant information.

b. Refinance and Transfer of Title. As part of the refinance, Sean shall remove Jennifer from all liability on the existing mortgage loan. Jennifer agrees to cooperate in good faith by promptly providing any documents, signatures, or information reasonably necessary to assist Sean in completing the refinance. Jennifer shall execute a Quit Claim Deed and any other documents reasonably necessary to transfer title to Sean at or immediately following the closing of the refinance, provided she is simultaneously released from all liability on the existing mortgage loan.

c. Equity Settlement. At the closing of the refinance, Sean shall pay Jennifer One Hundred Thousand Dollars (\$100,000.00) as the parties' agreed equity settlement. This amount is a negotiated settlement amount and shall not be adjusted or affected by any appraisal, market valuation, or future value of the property.

d. Within seven (7) days after Jennifer receives the full \$100,000.00 payment from Sean, Jennifer shall pay Sean fifteen

Thousand Dollars (\$15,000.00) pursuant to the parties' settlement agreement.

e. Occupancy and Personal Property. Following entry of the Final Decree of Divorce, Jennifer and her adult daughter, Karlee Funk, may continue to occupy the residence for up to seven (7) days, if needed, to facilitate an orderly transition. Jennifer and Karlee Funk shall have up to thirty-one (31) days following entry of the Final Decree of Divorce to remove all of their personal property from the residence. Any personal property remaining after thirty-one (31) days may, at Sean's discretion, be stored. If Sean elects to store any remaining personal property, he may charge Jennifer a storage fee of Twenty-Five Dollars (\$25.00) per week until the property is retrieved or the parties otherwise agree in writing.

f. Mortgage, Utilities, and Other Property Expenses. Beginning on the date the Final Decree of Divorce is entered, responsibility for the mortgage payment, property taxes, homeowners' insurance (if escrowed), utilities, and all other expenses associated with the marital residence shall transfer to Sean, regardless of the fact that Jennifer's name may temporarily remain on the mortgage loan and/or title until the refinance is completed. The parties acknowledge that the

current monthly mortgage payment is \$1,146.09. If the Final Decree of Divorce is entered during the middle of a mortgage payment period, the mortgage payment shall be prorated using the following formula: $\$1,146.09 \div \text{Number of Days in the Month} \times \text{Number of Days Each Party Is Responsible} = \text{Each Party's Prorated Share}$

g. Jennifer shall be responsible for the prorated portion of the mortgage payment through the day immediately preceding entry of the Final Decree, and Sean shall be responsible for the prorated portion beginning on the date the Final Decree is entered.

h. The parties acknowledge that, prior to entry of the Final Decree, the mortgage payment and utilities have been paid through automatic payments from Jennifer's financial accounts. Sean shall immediately assume responsibility for all future mortgage payments, utilities, and other property-related expenses and shall promptly transfer or update any automatic payment arrangements and utility accounts as necessary. Jennifer shall have no obligation to pay any mortgage payment, utility bill, or other property-related expense that becomes Sean's responsibility under this Agreement.

i. If Jennifer pays any mortgage payment, utility bill, or other property-related expense that becomes Sean's responsibility under this Agreement, whether due to an automatic payment or otherwise, Sean shall reimburse Jennifer within five (5) business days after receiving written notice and documentation of the payment. In lieu of reimbursement, Jennifer may elect to deduct the unreimbursed amount from the \$15,000.00 payment she is required to make to Sean under this Agreement and shall provide Sean with an itemized accounting of any amounts deducted.

j. Failure to Refinance. If Sean is unable to complete the refinance of the marital residence within ninety (90) days following entry of the Final Decree of Divorce or upon or within ten days of denial, Jennifer shall have the first option to retain the marital residence, provided she is able to refinance the existing mortgage into her sole name within ninety (90) days thereafter.

k. For purposes of Jennifer's refinance option, the parties agree that the value of the marital residence shall be Three Hundred Thousand Dollars (\$300,000.00) regardless of any appraisal or market valuation.

l. Upon Jennifer's successful refinance, the existing mortgage shall be paid in full from the refinance proceeds. Jennifer shall receive the first One Hundred Thousand Dollars (\$100,000.00) of the remaining equity. The remaining equity, after payment of the mortgage and Jennifer's initial \$100,000.00, shall be divided equally between the parties, with Sean receiving fifty percent (50%) and Jennifer retaining the remaining fifty percent (50%).

m. If Jennifer is unable to refinance the residence within ninety days, or simply chooses not to exercise her option, the parties agree that the residence shall be sold as is, without repairs, improvements, or updates. The property may be sold to a cash buyer, investor, home flipper, or cash-purchase company. The parties agree to accept any bona fide cash offer of Three Hundred Thousand Dollars (\$300,000.00) or more and shall cooperate in good faith by signing all documents reasonably necessary to complete the sale.

n. Neither party shall be required to sign a quit claim deed until the time of closing on a refinance or sale of the property to effectuate the refinance or sale. If a party passes away during the refinance or sale process, their obligations herein do not

terminate and the other party is entitled to their awarded equity prior to distribution to either party's estate.

31) RETIREMENT: Jennifer shall be awarded her entire 401(k) account as her sole and separate property, free and clear of any claim, interest, lien, or right of Sean.

32) Sean shall be awarded his entire retirement account(s), including any 401(k), pension, IRA, or other retirement benefits in his name, as his sole and separate property, free and clear of any claim, interest, lien, or right of Jennifer.

33) Each party forever waives, releases, and relinquishes any present or future claim to the other party's retirement accounts, retirement benefits, pensions, 401(k)s, IRAs, deferred compensation plans, or any other retirement assets, whether now existing or acquired in the future. No Qualified Domestic Relations Order (QDRO) or other order dividing either party's retirement accounts shall be prepared or entered, and each party shall retain his or her own retirement assets free and clear of any claim by the other.

34) PERSONAL PROPERTY: The parties have acquired personal property during the course of the marriage which shall be equitably divided. Specifically:

a. Jennifer shall take 2014 Jeep, piano and keyboard, Karlee's bike, two TV's, three black dressers, three black

cubicles, one-half of Kohen's clothes and toys, all Shutterfly picture books and photo albums, all books, Christmas tree and décor, shark vacuum, coke décor, wedding ring, one-half of cleaning, food, and kitchen items, and her personal items.

b. Sean shall take 2017Dodge Caravan, TV in bedroom, beds, couches, tools in garage, one-half of Kohen's clothes and toys, one-half of cleaning, food, and kitchen items, and his personal items.

c. Notice Before Disposal of Personal Property-The parties shall cooperate in scheduling reasonable times for the retrieval of personal property. If any personal property belonging to the other party remains after the removal period and any applicable storage period, the party in possession shall provide written notice identifying the remaining property and advising that it will be donated, sold, discarded, or otherwise disposed of if it is not retrieved within fourteen (14) days after the date of the notice. Before disposing of the property, the party in possession shall make a reasonable effort to photograph the remaining property and provide the photographs with the written notice. Upon expiration of the fourteen (14) day notice period without retrieval, the property may be donated, sold, discarded, or otherwise disposed of without further notice or

liability. This provision shall apply to any paragraphs regarding personal property.

d. Health Savings Account (HSA) and Outstanding

Medical Expenses. Sean shall be awarded the balance of the Health Savings Account (HSA), including any associated HSA debit card, as his sole and separate property.

e. In consideration of receiving the HSA, Sean shall be solely responsible for payment of all outstanding medical, dental, vision, counseling, therapy, prescription, and other healthcare expenses incurred by either party or the minor child on or before the date the Final Decree of Divorce is entered, regardless of whether the bill, insurance claim, or explanation of benefits is received before or after the entry of the Final Decree.

f. Sean shall ensure that all pending medical, dental, and other healthcare claims and bills for services incurred on or before the date the Final Decree of Divorce is entered are timely paid. Sean may use the HSA funds for any qualified expenses permitted by applicable law.

g. Jennifer shall not be responsible for any unpaid medical, dental, vision, counseling, therapy, prescription, or other healthcare expenses incurred on or before the date the Final Decree of Divorce is entered, regardless of when those expenses

are billed or processed by the healthcare provider or insurance company.

h. Sean shall take the cats if he continues to reside in the marital home otherwise the parties will work together to determine what to do with the cats with Jennifer having final say.

i. The child's savings account is awarded to the child with Jennifer managing the account until the child reaches age 18.

35) All further property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar source should be awarded to the party from whose family it came.

36) DEBTS: During the course of the marriage the parties incurred martial debt. The debt shall be awarded as follows:

a. Jennifer shall take the Jeep as her sole and separate property and shall be solely responsible for the remaining balance of the Jeep loan beginning on the date the Final Decree of Divorce is entered. Jennifer shall also be solely responsible for the Chase Prime Visa account, the Maurices account, the Kohl's account, and any other debt incurred solely in her name after the parties' separation. Jennifer shall indemnify and hold Sean harmless from any liability associated with those debts.

b. Until entry of the Final Decree of Divorce, the parties shall

each be responsible for one-half (50%) of the monthly Jeep payment. The current monthly Jeep payment is \$420.00. If the Final Decree of Divorce is entered during the middle of a payment period, the Jeep payment shall be prorated using the following formula: $\$420.00 \div \text{Number of Days in the Month} \times \text{Number of Days Each Party Is Responsible} \times 50\% = \text{Each Party's Prorated Share}$

c. Sean shall be responsible for his prorated one-half share of the Jeep payment through the day immediately preceding entry of the Final Decree of Divorce, and Jennifer shall be responsible for her prorated one-half share through that date. Beginning on the date the Final Decree of Divorce is entered, Jennifer shall be solely responsible for all remaining Jeep loan payments and all other costs associated with the Jeep.

d. Sean shall maintain Jennifer and the Jeep on his existing automobile insurance policy for up to fifteen (15) days following entry of the Final Decree of Divorce, provided the insurance carrier permits such continued coverage. Jennifer shall obtain her own automobile insurance policy within that fifteen (15) day period.

e. If Sean's insurance carrier does not permit Jennifer or the Jeep to remain on the existing policy after entry of the Final

Decree of Divorce, Jennifer shall obtain replacement automobile insurance within five (5) business days of being notified that coverage is no longer available. Sean shall reasonably cooperate by providing any information or authorization necessary to facilitate the transition.

f. Sean shall take the Home Depot debt, Citibank Costco credit card, UT First Orange Platinum, MGM MC, JCP, Southwest Visa, and any debt incurred solely in his name after separation.

g. Verizon Wireless Account & Temporary Continuation of Service

i. Jennifer and Karlee may remain on Sean's Verizon wireless account through December 31, 2026, unless Jennifer elects to transfer the lines sooner. Sean shall continue to maintain the Verizon account in good standing and shall be solely responsible for payment of all monthly service charges, device installment payments, fees, taxes, and other costs associated with Jennifer's and Karlee's lines until the lines are transferred to Jennifer's own wireless account or through December 31, 2026, whichever is later.

ii. Temporary Reimbursement / Child-Support

Offset The parties mutually agree to a temporary monthly reimbursement amount of \$125 for Jennifer's and Karlee's wireless service. If the parties elect to handle child support through direct payments rather than through the Utah Office of Recovery Services (ORS), the parties agree that the reimbursement amount shall operate as a temporary offset against the monthly child-support obligation. Any such offset shall remain in effect only until Jennifer transfers the phone lines to her own wireless account. Upon transfer of the lines, Sean shall resume paying the full monthly child-support amount as otherwise ordered which shall be no later than January 1, 2027.

iii. Ownership of Devices: Jennifer and Karlee shall retain sole possession and ownership of the cellular phones currently in their respective possession. Sean shall have no right to require the return of either device following the transfer of Jennifer's and Karlee's phone numbers to Jennifer's own wireless account. Sean shall remain responsible for any remaining device installment balances or Verizon account obligations associated with the phones as part of the parties' property settlement.

iv. Cooperation in Transfer of Lines: Sean shall

timely provide all information, account numbers, transfer PINs, authorizations, passwords, and any other documentation or cooperation reasonably necessary to allow Jennifer to transfer her and Karlee's phone numbers to Jennifer's own wireless account and to ensure continued use of their existing devices. Sean shall not interfere with, delay, or impede the transfer process.

v. Cloud Storage, Account Features, and Data

Privacy: The parties shall cooperate in separating any Verizon Cloud storage, account features, or data services associated with Jennifer's line so that each party retains exclusive access to their own personal information after the accounts are separated. Sean shall not access, attempt to access, or retain access to Jennifer's personal photos, contacts, documents, cloud storage, or other data once the lines are transferred. Likewise, Jennifer shall not access or retain access to any personal data belonging to Sean. Each party shall take all steps necessary to ensure that their respective cloud storage, backup services, and account features are fully separated and secure.

vi. Beginning on the date Jennifer's and Karlee Funk's phone numbers are successfully transferred to Jennifer's

new wireless account, Jennifer shall be solely responsible for all charges associated with her new wireless service. Sean shall remain solely responsible for any balance or obligation that existed on the Verizon Wireless account as of the date the Final Decree of Divorce.

37) All other debt shall be paid by the party in whom the debt is listed.

38) Any debts incurred after the date of separation shall be the responsibility of the party incurring the debt.

39) BUSINESS: Sean shall be awarded his business, including all business assets, accounts, equipment, income, and goodwill, as his sole and separate property, free and clear of any claim by Jennifer.

40) Jennifer waives any present or future claim to Sean's business. Sean shall be solely responsible for any debts, liabilities, taxes, or obligations associated with the business and shall indemnify and hold Jennifer harmless from any such claims or liabilities.

41) ALIMONY: The parties acknowledge and agree that neither party shall pay alimony or spousal support to the other, now or at any time in the future.

42) Each party knowingly, voluntarily, and permanently waives any past, present, or future claim for alimony, spousal support, maintenance, or any similar support obligation against the other

arising out of this marriage.

43) OTHER: Jennifer shall have her maiden name of Price restored should she choose.

44) The parties shall be civil in all communications.

45) The parties shall not disparage the other party in the presence of the minor child or allow a third party to do what they themselves have been restrained from doing.

46) Sean shall obtain and maintain a life insurance policy with a minimum death benefit of \$150,000 within sixty (60) days after entry of the Final Decree of Divorce. Sean shall not unnecessarily delay obtaining the policy. Jennifer shall be named as the beneficiary to the extent necessary to secure Sean's obligations under this Decree. Sean shall provide proof of coverage, including the beneficiary designation, within sixty (60) days and annually thereafter upon request. The policy shall remain in effect until all child support and financial obligations under this Decree have been paid in full. Jennifer shall receive written notice of any cancellation, lapse, or material change to the policy.

47) 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.

48) Each party shall be responsible for his or her own attorney fees,

court costs, and other legal expenses incurred in connection with this divorce action. This provision shall not prevent either party from requesting, or the Court from awarding, attorney fees and costs in any future action to enforce this Decree or as otherwise permitted by law.

END OF ORDER

****THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF THE DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT****

Rule 7

NOTICE TO THE ATTORNEY:

You will please take notice that the undersigned, attorney for Jennifer Henderson, will submit the above and foregoing Decree to the Judge, for his signature upon the expiration of seven (7) days, unless written objection is filed prior to that time, pursuant to Rule 7(j)(4) of the Rules of Civil Procedure. Kindly govern yourself accordingly.

DATED this _11__ day of August 2026

/s/: Brittany R. Brown
Brittany R. Brown
Attorney at Law

CERTIFICATE OF SERVICE

I certify that I by email sent a true and correct copy of the foregoing Decree to the following:

ELIZABETH CRAVEN

Attorney for SEAN HENDERSON

Elizabeth@porterlaw.com

Dated this __11__ day of August 2026

/s/: Kari Kulak

Kari Kulak

Paralegal