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IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY, STATE OF UTAH	
IN THE MATTER OF THE MARRIAGE OF MARCI R. JENSEN, Petitioner, and CORY P. JENSEN, Respondent.	DECREE OF DIVORCE Case No. 264900873 Judge: Cristina Ortega Commissioner: Brandon Richards

The above-captioned matter came on regularly for consideration by the court without hearing. Pursuant to the *Stipulation and Settlement Agreement* a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE:

1. Marci Jensen is awarded a Decree of Divorce from Cory Jensen on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.
2. The parties have three minor children born as issue of their marriage:

<u>Child's Initials</u>	<u>Birth Month and Year</u>
B.R.J.	May 2009
A.A.J.	December 2011
C.B.J.	January 2014

CHILD RELATED PROVISIONS

1. **Legal Custody:** Marci is awarded sole legal custody of the children.
2. **Physical Custody:** Marci is awarded primary physical custody of the parties' children.
3. **Regular Parent-Time:** Parent-time shall be as the parties agree. If the parties do not agree, then Cory is awarded parent-time consistent with U.C.A. 81-9-302, with his midweek visit being overnight, if Cory so elects.
4. **Holiday Parent-Time:** Holiday parent-time shall be as the parties are able to agree. If the parties are unable to agree, parent-time shall be pursuant to U.C.A. 81-9-302 with Marci being designated as the custodial parent solely for purposes of calculating the holiday parent-time schedule.

Holiday	Holiday Time Period	Marci's Years	Cory's Years
Spring Break:	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even	Odd

Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Even	Odd
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday.	Odd	Even

	(2) Holiday ends: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.		
Memorial Day:	(1) Holiday begins Friday at: (a) the time that school is regularly dismissed; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the children to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Odd	Even
Mother's Day	(1) Holiday begins on the Saturday before Mother's Day at 6 pm. (2) Holiday ends on Mother's Day at 8 p.m.	Always	Never
Father's Day	(1) Holiday begins on the Saturday before Father's Day at 6 p.m. (2) Holiday ends on Father's Day at 8 p.m.	Never	Always
Juneteenth National Freedom Day	(1) Holiday begins Friday at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at: (a) 6 p.m. on the day following Juneteenth National Freedom Day.	Odd	Even
Independence Day:	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Even	Odd
Pioneer Day:	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Odd	Even
Labor Day:	(1) Holiday begins on Friday at: (a) the time that school is regularly dismissed; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the children to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Even	Odd
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day	Odd	Even
Fall Break	(1) Holiday begin at: (a) 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the children to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Even	Odd

Halloween:	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Odd	Even
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day	Even	Odd
Thanksgiving:	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the children to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Odd	Even
Winter Break (1st portion):	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Even	Odd
Winter Break (2nd portion):	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the children to school on the day that school resumes after the winter break.	Odd	Even
Children's Birthday (Actual Day)	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd	Even
Children's Birthday (Day before or after at election of parent exercising the time)	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even	Odd

5. Extended Parent-Time: Extended parent-time shall be as the parties are able to agree. If the parties are unable to agree, each party is awarded two weeks of uninterrupted parent-time during the summer months when school is not in session. Unless the parties agree otherwise, these two weeks shall be exercised consecutively. In the event of a conflict, the parties

shall alternate who has first choice of extended parent-time with the parent making the earlier election being awarded first choice. In even numbered years, mother shall make her election of extended parent-time dates no later than April 1st and father shall make his election of dates no later than April 15th. In all odd numbered years, father shall make his election of extended parent-time dates no later than April 1st and mother shall make her election of dates no later than April 15th. *For summer 2026, the parties will elect dates for extended parent-time by May 1st and May 15th.*

6. Precedence of Parent-Time: If a conflict arises in the parent-time schedule the order of precedence is:

- a) the holiday schedule for Mother's Day or Father's Day;
- b) the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
- c) the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday;
- d) extended parent-time; and
- e) the regular parent-time schedule.

7. Transportation: The parties historically share transportation equally, meeting at a parking lot on 36th Street in Ogden, Utah. So long as the parties agree to continue that, they will follow this pattern. If at any time either parent is unable to meet at a midpoint for exchanges, the

parent beginning his or her parent-time is responsible for transportation. Unless otherwise dictated by the holiday statute, when school is not in session, exchanges will be at 9 am.

8. Virtual Parent-Time: Both parents shall allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

9. Right of First Refusal: Pursuant to Utah Code 81-9-202(13), parental care is presumed to be better for the children than surrogate care. Therefore, if either party is available when the other parent is not available to personally care for the child during their parent-time and overnight, the other parent shall have the first option to provide care for the children. A parent exercising the right of first refusal is responsible for all associated transportation.

10. Address and Phone Number: Each party shall keep the other party informed of his or her address and telephone number at all times.

11. Child Support: Marci is employed by Utah Schools for the Deaf and the Blind. Marci's gross monthly income is \$2,416.66. Cory is employed by The Terrace Transitional. Cory's gross monthly income is \$6,000. Cory is ordered to pay support to Marci for the parties' children in the amount of \$1,184 month beginning April 1, 2026.

- a. The child support will be paid until (1) the minor child reaches the age of majority or graduate High School in the expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah

Code 78A-6-801 et seq. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

- b. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payers. All administrative fees and costs of income withholding assessed by the Office of Recovery Services will be paid by Cory.
- c. Child support will be paid in two increments each month; half by the 5th and half by the 20th of each month.

12. Medical Insurance Coverage: The party with the best coverage is ordered to maintain in force any and all health insurance for the minor children, when it is available at a reasonable cost and the insurance coverage is accessible to the children. If at any time the children are covered by the insurance plans of both parents, Marci's plan shall be designated the primary coverage and Cory's plan shall be secondary coverage for the children. If a parent remarries and his or her dependent child is not covered by that parent's insurance, but is covered by the step-parent's plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent and should retain the same designation and primary or secondary insurance. The party

who carries the insurance on the children shall provide proper verification of health, optical, hospital, dental and other medical insurance coverage to the other party on or before January 2nd of each calendar year. Furthermore, each party shall notify the other of any change of insurance carrier, premium, or benefits within thirty (30) days of the date he/she first knew or will have known of the change.

13. Medical Insurance Premiums: Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the primary insurance. If a secondary policy is obtained, it shall be at that parent's sole election and cost. The children's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the results by the number of minor children of the parties. Pursuant to U.C.A. 81-6-208(8), a parent who provides insurance may receive credit against the child support or recover the other parent's portion of the premium.

14. Out-of-Pocket Medical Expenses: Each party shall pay half of all reasonable and necessary health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, therapeutic, orthodontic, optical, hospital, dental and other medical insurance coverage and all reasonable and necessary uninsured health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either

parent. Either parent who incurs these out-of-pocket medical expenses for the parties' minor children shall provide written verification of the costs and payment of such expenses to the other parent within thirty (30) days of payment, and the other parent will reimburse them within 30 days of receiving verification. Under U.C.A. 81-6-208(9) and (10), in addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

15. Childcare: Each party is responsible and liable for one-half of the reasonable childcare costs actually incurred as a result of the parties' work. Both parties' portions of these childcare costs shall be paid directly to the childcare provider in a timely manner.

16. Claiming the Children on Taxes: The parties shall share the tax deductions and credits related to the minor children. So long as three children may be claimed, Cory may claim the middle child, Marci may claim the youngest child and the parties shall alternate who may claim the oldest child beginning with Marci claiming the oldest child in the first year the parties are divorced.

- a. When only two children may be claimed, Cory may claim the older child and Marci may claim the younger child.
- b. When only one child may be claimed, the parties shall alternate who may claim the remaining child with Marci claiming the child in even numbered tax years and Cory claiming the child in odd numbered tax years.

- c. Cory's ability to claim the exemption for the minor children shall be conditioned on his being current on December 31st of that tax year in his child support obligations to Marci. Upon reasonable advance notice and request, each party shall provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

17. Extra-curricular Activities: The parties shall discuss which extra-curricular activities the children should participate in. The parties shall support the children in these extra-curricular activities, financially and otherwise sharing the cost equally, whenever they have agreed on a children's involvement in any activity in writing. A parent who enrolls a child in an activity without discussing it with the other parent (and obtaining their agreement in writing) is solely responsible for the associated costs. A parent shall provide receipts for payment of extra-curricular expenses or school fees to the other parent within 30 days of incurring or paying the expense. The other parent shall reimburse within 30 days of receiving the proof from the paying parent.

Parenting Plan

18. Mutual Restraining Order: The parties are restrained from disparaging the other party to or in the presence of the children and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or divorce finances with or in the presence of the children and are to instruct third-parties to also be so restrained. The parties are

permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

19. Medical and Educational Information: Both parties have the right to obtain medical and/or educational information on the minor children from healthcare providers or school directly without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact or medical care provider contact.

20. Communication: Each party will communicate directly with the other and not through third persons. The children will never be used as messengers. Communication will be respectful and at no time will it be sarcastic or derogatory. Communication will be limited to matters involving the minor children such as their health, activities, and well-being. In the event of a child's medical emergency, each party will promptly notify the other.

21. Out of State Travel: Any parent intending to take a child out of state will provide a brief itinerary to the other parent including a telephone number for emergency communication.

22. Relocation: The parties will follow the notice provisions of Utah Code 81-9-209.

23. School Enrollment: The children will attend school based on Marci's address.

24. Day-to-Day Decisions: Whichever parent has the children in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

25. Implementation of Treatment: Each of the parties will facilitate, help and promote the taking of medication or other regimens of therapy for the children as prescribed by a doctor.

26. Corporal Punishment: The parties will refrain from using corporal punishment with the minor children, and shall keep third parties from doing so.

NON-CHILD RELATED PROVISIONS

27. Debts: The parties have not acquired any joint debts during the course of the marriage. Each party is solely responsible for the debts held in his or her separate name and will hold the other party harmless therefrom.

28. The parties shall notify respective creditors regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

29. Vehicles: Marci is awarded the 2021 Ford Edge, subject to the debt thereon. Cory is awarded the Toyota Tundra, subject to the debt thereon.

30. Personal Property: During the course of the marriage relationship, the parties acquired certain items of personal property which shall be divided as follows:

31. Accounts: The parties do not have any joint bank accounts. Each party is awarded the accounts in his or her own name as their separate property, free and clear of any claim by the other party.

32. Personal Belongings: Each party is awarded their own personal belongings such as clothing and toiletries. All other personal property shall be awarded to the party in whose possession the item currently resides.

33. Retirement Accounts: Each party is awarded the retirement accounts held in his or her name.

34. Real Property: During the marriage, the parties have not acquired an interest in real property. The property located at 1575 Tyler Ave #6, Ogden UT was purchased by Marci and her father jointly prior to the marriage. Any marital interest in the property – if any exists – shall be awarded solely to Marci, with all rights, title, interest, and equity. Cory shall waive any claim for a marital interest in the property.

35. Alimony: Both parties to this action are able-bodied and employed, and neither party is awarded any alimony from the other.

36. Restoration of Maiden Name: Marci's name is restored to Marci Renae Moore, if she so chooses.

37. Attorney's Fees: Each party is responsible for his or her own attorney's fees.

38. Delivery of Documents: 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.

**[END OF COURT ORDER. SEE TOP OF FIRST PAGE FOR COURT
ENDORSEMENT]**

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Marci's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of September 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Cory P. Jensen
coryjensen@yahoo.com
Respondent, Pro Se

/s/ Tyra West
Tyra West
Paralegal for Jenna Hatch