



BEAN & MICKEN
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IN THE SECOND JUDICIAL DISTRICT COURT OF WEBER COUNTY

STATE OF UTAH

In the Matter of the Marriage of: JESSICA MARIE WOODRUFF, Petitioner, and BENJAMIN CARROLL WOODRUFF, Respondent.	DECREE OF DIVORCE Civil No. 244901378 Tier 4 Judge Cristina P. Ortega Commissioner Brandon R. Richards
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Respondent, BENJAMIN C. WOODRUFF, by and through his counsel of record, Emilie A. Bean, hereby submits the following Findings of Fact and Conclusions of Law, based on evidence provided in support thereof by Declaration as set forth in Utah Code Ann §81-4-406(1) (a) (2024). The Court, having received the Declaration of Respondent, and the Stipulation and Property Settlement Agreement executed by the parties, and now being fully advised in the premises, does hereby ORDER, ADJUDGE, and DECREE as follows:

DIVORCE

1. The parties will be granted a mutual Decree of Divorce upon the ground of irreconcilable differences, and the bonds of matrimony now and heretofore existing between the parties are hereby dissolved pursuant to Utah Code Annotated §81-4-405 (2024). The divorce

shall become final upon entry by the Clerk of the Court.

CHILD CUSTODY AND PARENTING PLAN

2. It is in the best interests of the child that the parties be granted joint legal custody with the following provisions:

a. Day to day and emergency decisions involving the minor children will be made by the parent exercising his or her parent time. More significant decisions especially those involving the child's health, education and religion upbringing will be communicated between the parties and discussed in advance where possible in an attempt to reach an Agreement. The parties will consult with professionals in the field for guidance and will follow the recommendation of the applicable professionals. If the parties are unable to come to an Agreement, the Respondent will make the final decision on a temporary basis before the Reviews. If the Petitioner feels the decision is harmful to the minor child, she may bring the issue before the Court but must show that the Respondent's decision is harmful and not merely that she has another idea or preference.

b. Both parties will be entitled to have direct access to schools, doctors, counselors, extra-curricular activity parent portals, etc. It is not one parent's responsibility to keep the other updated once the initial information is provided.

c. The parties will communicate by text message or e-mail when appropriate. The parties should respect one another in their communication in a business-like manner with no inappropriate language. Telephone calls or in person meetings will only occur in the event of an emergency or if there is a complex issue that requires more than a text message.

d. Neither parent will make disparaging, demeaning or disrespectful comments about the other parent in the presence of the children and will be under an affirmative duty to keep third parties from doing so.

e. Each parent will be listed as a parent/emergency contact on the children's school, medical and other records.

f. The child will attend school within the Respondent's school boundaries unless the parties determine that a charter school would be in the best interests of the child.

g. Both parties recognize that mediation will be required before returning to Court with regard to any matter involving the minor children.

3. It is in the best interests of the child that Respondent be granted the primary physical custody of WEW, born August, 2016, with the following parent time provisions:

a. The Petitioner will have parent time consistent on Wednesday overnights from after school or when the child wakes up until Thursday morning return to school, at or about the time the child wakes up, or when the Respondent gets off work and alternating weekends from Friday after school through Monday morning with the same pick-up times as the midweek.

b. The Petitioner must provide a bed and bedroom for the minor child for overnight stays. The child will sleep in his own bed.

c. Petitioner will be designated as the noncustodial parent for purposes of the holiday rotation.

d. Each parent will be entitled to two (2) weeks of uninterrupted parent time at this point in time. After the summer of 2026, each parent will give notice of his or her summer

parent time, pursuant to Utah Code Annotated §81-9-302 (2024), with the Petitioner providing notice by May 1st in odd years and Respondent providing notice by May 1st in even years. On the year the parent does not have first choice the request dates will be provided by May 15th. Neither party will schedule over the other person's assigned summer holidays. Failure to provide timely notice will result in statutory provision.

e. If either parent moves more than 150 miles from the residence of the primary physical custodian, parent time will follow the procedures in Utah Code Annotated §91-9-209 (2024).

4. In addition, the following provisions of Utah Code Annotated §81-9-202 (2024) will govern the conduct of the parties:

a. Special consideration shall be given by each parent in making the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent time schedule.

b. Each party will be responsible for pickup of the child for his or her own parent time. Transitions will generally be through the school. When school is not in session exchanges will be as stated herein.

c. Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.

d. No right of first refusal will apply except any time a parent will be away from the child overnight during his or her parent time.

5. Utah is the home state of the minor child pursuant to the UCCJEA in Utah Code Annotated §78B-13-101 (et seq.) Pursuant to Utah Code Annotated §81-9-202(19) (2024), if either party is traveling with the child, that parent will give the other parent an itinerary at least ten (10) days in advance unless there are extenuating circumstances. The itinerary will include all

relevant information about the travel and will include at least the destination(s), the planned travel route, the mode of transportation, the dates they will be gone with return information and how they can be reached in the event of an emergency.

CHILD SUPPORT

6. Due to the Petitioner's disability and her inability to work, she should not be required to pay child support on a temporary basis. However, the Petitioner will reapply for SSI disability benefits which would benefit the child. The Respondent will be the payee for any benefits for the child.

INSURANCE

7. Respondent is currently providing medical, dental and optical insurance as may be available to him through his employment for the benefit of the parties' minor child and will continue to do so as long as it is reasonably available to him. Respondent shall notify Petitioner of any change of insurance carrier, premium or benefits within thirty (30) calendar days of the date he knew or should have known of the change.

8. If Respondent, after due diligence, no longer has insurance available to him, then the party who can obtain the most favorable coverage at the most reasonable rate will insure the parties' minor child.

9. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Respondent shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Petitioner shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is

covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

10. The Respondent will pay the premiums for the insurance under the circumstances and all out of pocket expenses.

PROPERTY DISTRIBUTION

11. All real and personal property acquired during the marriage will be awarded as follows:

A. Petitioner should be awarded, as her sole and separate property, all personal property currently in Petitioner's possession as it is constituted at the time the Decree of Divorce is entered along with the following items if they can be located by the Respondent:

(1) Infinity ring;

B. Respondent should be awarded as his sole and separate property:

(l) His premarital real property located 1708 West Pleasant View Drive, Ogden, Utah legally described as follows:

Parcel No. 190150034

PART OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT ON THE CENTER OF THE STATE ROAD WHICH POINT IS WEST 1005.0 FEET ALONG THE QUARTER SECTION LINE, NORTH 155.6 FEET AND NORTH 54D09' WEST 48.0 FEET AND NORTH 44D14' WEST 352.0 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE NORTH 44D14' WEST 100.0 FEET; THENCE NORTH 48D16' EAST 228.0 FEET; THENCE SOUTH 71D25' EAST 115.1 FEET, MORE OR LESS, SAID POINT BEING NORTH 48D16' EAST 285.0 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 48D16' WEST TO THE POINT OF BEGINNING.

- (2) 1996 Dodge 2500 truck;
- (3) 2007 Acura RDX;
- (4) Two (2) project Preludes;
- (5) Camp trailer;
- (6) 1997 Polaris four-wheeler;
- (7) 2002 Ford Ranger (blown engine);
- (8) All other personal property currently in Respondent's possession as it is constituted at the time the Decree of Divorce is entered.

DEBT ALLOCATION

12. The following distribution of the marital debts will be the order of the Court:

A. Petitioner will be responsible and will indemnify and hold Respondent harmless for:

- (1) Her student loans;
- (2) Her medical bills;
- (3) All debts and obligations incurred by her individually or since the separation or which may be unknown to Petitioner.

B. Respondent will be responsible and will indemnify and hold Petitioner harmless for all debt and obligations incurred by her individually or since the parties' separation or which may be unknown to Respondent.

13. Both parties will notify all creditors regarding the division of debts, assignment of payment liabilities and the name and current address of both parties.

14. **Notice to Creditors:** Pursuant to Utah Code Ann. §§15-4-6.5 and 81-3-105 (1953 as

amended), 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, the party not obligated to pay a joint obligation shall:

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

15. The parties' obligation to pay these marital debts as hereby imposed is to be considered as a spousal support obligation to assure avoidance of either party's filing of a bankruptcy seeking a discharge of these debts such that these debts are to be considered an exception to discharge under 11 U.S.C. sec. 523(5).

TAXES

16. The Petitioner is granted the child tax credit and any other use of WEW for tax purposes.

RETIREMENT

17. The Petitioner is entitled to one-half (½) of the retirement accrued during the marriage

by Respondent through his Thrift Savings Plan from the date of the marriage to the nearest valuation date to the date of divorce plus gains and losses. The division will be proportional in all investments. The Petitioner is responsible for completing the QDRO or other required retirement documents and for paying the costs of preparation and any fees or costs for internal review by the company. The Respondent will cooperate to provide updated documentation of the retirement plans, administrators and accounts at the closest valuation date of the entry of the Decree of Divorce within thirty (30) days of entry of the Decree of Divorce which will include the name of the plan and the plan administrator.

18. Neither party will take out loans or make withdrawals from any form of retirement for a period of six (6) months following the entry of the Decree of Divorce to allow Petitioner to complete the retirement division documents.

19. The Petitioner is entitled to a Woodward share of the retirement benefits defined benefit plan accrued during the course of the marriage by Respondent through FERS. The Petitioner will be responsible to complete the retirement division. The Respondent will cooperate to provide updated information as needed.

ALIMONY

20. No alimony will be awarded will be awarded now and forever in the future.

MISCELLANEOUS

21. The parties recognize that the nature of mediation lends itself to minor errors and accidentally flipping terms like Petitioner and Respondent that are missed by both parties over the course of several readings. The attorney drafting the final documents will be entitled to correct Scrivner-type errors.

22. Except as otherwise ordered by the Court, each of the parties will, upon demand of the other party, after the entry of the decree of divorce, he or she will make, execute, acknowledge and deliver all deeds, transfers, assignments or further instruments and will do or cause to be done all other acts or things reasonably necessary or required by either of them to effectuate the intentions of the parties' Agreement and to assure to each of them, their transferees or assigns, the property described or referred to or hereby intended to be conveyed, transferred or assigned , and to confirm and assure title, possession and right hereto according to the provisions and intent of the parties' Agreement.

**JUDICIAL SIGNATURES APPEAR ELECTRONICALLY
AT THE TOP OF THE FIRST PAGE**

Approved as to form:

Electronically signed on 08/04/26 with

Email permission of:

/s/ Jaime G. Richards

JAIME G. RICHARDS

Attorney for Respondent

RULE 7 CERTIFICATE

The undersigned hereby certifies that she emailed a true and correct copy of the foregoing document to the following individual, at the email address shown hereunder on this 4th day of August 2026. The Undersigned further requests that the Order be signed and entered as submitted pursuant to Rule 7 of the Utah Rules of Civil Procedure at the expiration of seven (7) and three (3) days mailing time.

Jaime G. Richards

jaime@utahlegalcounsel.com

Attorneys for Petitioner

/s/ Sharon A. Newman

CERTIFICATE OF DELIVERY

I hereby certify that on this 4th day of August 2026, I delivered a true and correct copy of the foregoing DECREE OF DIVORCE to the following individual(s) via email or electronic notice to:

Jaime G. Richards
jaime@utahlegalcounsel.com
Attorneys for Petitioner

/s/ Sharon A. Newman
