The Order of the Court is stated below:
Dated: October 05, 2026 04:27:09 PM **/s/** CRISTINA ORTEGA
District Court Judge

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IN THE SECOND JUDICIAL DISTRICT COURT **IN AND FOR WEBER COUNTY, STATE OF UTAH-OGDEN DEPARTMENT**	
NICHOLAS GARNER, Petitioner, vs. JENNIFER GARNER, Respondent.	**DECREE OF DIVORCE** Case Number: 194901668 Judge Cristina Ortega Commissioner Brandon Richards

COMES NOW, Petitioner, NICHOLAS GARNER, by and through counsel, Ron K. Nichols of the law firm KAUFMAN, NICHOLS & KAUFMAN and Respondent, Jennifer Garner, representing herself pro se, the court being fully advised on the pleadings and having previously entered its written Findings of Facts and Conclusions of Law: NOW THEREFORE IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. **JURISDICTION & VENUE**: Petitioner and Respondent have been actual and bona fide residents of Weber County, State of Utah, for at least ninety (90) days prior to the commencement of this action.

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2. **MARRIAGE STATISTICS:** The parties were married on December 31, 2007.
3. **GROUNDS**: The parties' divorce shall be granted on the grounds of irreconcilable differences because the parties have been unable to resolve their marital problems, making continuation of the marriage impossible.
4. **CHILDREN:** Two (2) children were born as issue of this marriage, MDG born July, 2008, and KLG born December, 2013. MDG is eighteen and graduated from high school.
5. **CARE, CUSTODY & CONTROL:** The parties are awarded joint physical and joint legal custody of the parties' minor child to be shared equally in all regards. The parties shall share equal parent-time as the parties can agree, or absent an agreement otherwise, Mom shall be awarded one week Dad will be awarded one week.
6. **PARENT-PLAN**: The parties are awarded the first right of refusal for any period greater than four (4) hours. If Respondent is at work past 9:00 p.m., Petitioner shall have his first right of refusal and to have the minor child overnight with him.
7. The parties are strictly restrained from consuming any alcohol, illegal drugs or prescription drugs (beyond their prescribed usage) before and while the child is in their presence.
8. The parties shall communicate primarily via text message or email, being mindful that telephone contact should be minimal absent an emergency.

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9. The parties shall primarily exchange the children at school; or as the parties agree. In the event school is not session, the parties shall exchange the children at the parties' home(s) or as the parties agree.

10. . Neither parent shall be designated as the custodial parent for holiday parent-time purposes. Each holiday shall be divided equally **AS THE PARTIES AGREE**. If the parties do not agree then holiday parent-time shall be pursuant to *UTAH CODE ANN. §81-9-302* as follows:

Holiday	**Holiday Time Period**	**MOM is Granted Holiday**	**DAD is Granted Holiday**
Dr. Martin Luther King Jr. Day	(1) Holiday begins (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted	Odd years	Even years

	the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	All years MOM	All years if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All Years DAD
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 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) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years

Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter	Odd years	Even years

	break; or (b) 5:30 p.m. 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 8:30 p.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

11. The parties shall incorporate the Advisory Guidelines set forth in *UTAH CODE ANN §81-9-202* as part and parcel of this parent-plan.

12. **CHILD SUPPORT**: The Court orders that child support shall be ordered in accordance with *UTAH CODE ANN. 81-6-202* based upon the parties' income and based upon the parties sharing parent-time equally on a 50/50 schedule; Petitioner's monthly income is $2,565.00 and Respondent's gross monthly income is $3,813.34. Therefore, child support shall be ordered from Respondent to Petitioner in an amount of $82.00 per month beginning August 1, 2026. Child support is calculated for one child and on a 50/50 custody arrangement and shall continue until further order of the Court.

13. **MEDICAL, DENTAL & CHILD CARE COSTS**: The Petitioner and Respondent both presently provide medical health insurance on behalf of the children and shall continue to provide the medical health and dental insurance for so long as coverage is available through their current or subsequent employers. The parent with the most beneficial coverage shall be deemed primary. At the present time it is acknowledged that Petitioner's coverage is superior to Respondent's and therefore shall be deemed primary and Respondent shall be deemed secondary.
14. The parties shall equally share the costs of the premiums with the parties disclosing their monthly premiums and determining the difference owed and payable in accordance with *UTAH CODE ANN. §78B-12-102*.
15. The parties shall share equally the costs for any and all equally out-of-pocket expenses for the minor children for any necessary medical or dental treatment as set forth in *UTAH CODE ANN* §78B-12-212.
16. The parties shall share equally any and all necessary work-related or school-related child care expenses as set forth more fully in *UTAH CODE ANN. §78B-12-214*. Each party shall be ordered to pay their one-half (1/2) share on a monthly basis for so long as the expense is incurred. However, it is recognized that due to the age of the minor child, there are no day care costs to be considered.
17. **ALIMONY:** No alimony shall be ordered from one party to the other in this action, for past, present, or future alimony obligation(s).

18. **REAL PROPERTY**: There is no real property subject to this divorce.
19. **PERSONAL PROPERTY**: The parties shall continue to work cooperatively to divide the personal property; any property division that cannot be mutually agreed upon shall be addressed at a future mediation, with the costs of mediation being shared mutually.
20. **DEBTS & OBLIGATIONS:** During the course of the marriage the parties have acquired certain debts and obligations both jointly and individually; however, the parties have filed bankruptcy discharging all known joint debts; therefore any new or remaining debts not included and discharged in the bankruptcy shall be the sole responsibility of the party who contracted the debt.
21. The parties shall notify their creditors, by service upon each creditor of a copy of the Decree of Divorce hereinafter to be entered that they are divorced, expressly advising such creditors, in writing, of their separate, current address, and such creditors shall thereafter be required, in accordance with *UTAH CODE ANN. §15-4-6.5* to provide to the parties individually all statements, notices, and other similar correspondence required by law or under their respective contracts with the parties.
22. If either party fails to pay the debts as herein specified and/or notify their respective creditors or obliges as herein provided, the above-entitled Court may hold such defaulting party in contempt and/or reopen the property division hereunder to compensate the party not otherwise in default, for such failure to pay or notify, and/or compensate the party not otherwise in default, for such failure to pay or notify, and/or fashion any other remedy

which the Court deems fair and equitable, including awarding to the non-defaulting party his or her costs and attorney's fees incurred as a result of such default.

23. **TAXES**: The parties are to share equally the benefit of claiming the child as the tax deduction on their annual income taxes, with Petitioner claiming the child each even-numbered year beginning with 2026 and Respondent being awarded the tax deduction each year on the odd-numbered year beginning with 2027.
24. **ATTORNEY'S FEES:** The parties are to pay their own individual attorney's fees for this action.
25. **MISCELLANEOUS PROVISIONS:** Both parties are strictly restrained from harassing, bothering or harming or committing domestic violence against the other party.
    a. The parties will also be restrained from discussing this matter in front of the minor child.
    b. The parties will be restrained from going to the other party's work unless specifically invited.
26. The parties are strictly restrained from making any negative or defamatory comments about the opposite parent to the children, in the presence of the children, or allowing third parties to do so in the presence of the children.
27. The parties shall be strictly restrained from selling, liquidating, or transferring any marital property or assets until after the entry of the Decree of Divorce.

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28. Respondent shall vacate the marital home on or before October 20th, 2026.

29. Upon the Court's signing of this Decree of Divorce, the parties' marriage is hereby dissolved.

************************************END OF ORDER************************************

The Court's signature is electronic and appears at the top of page one

To Respondent

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

KAUFMAN, NICHOLS & KAUFMAN

/S/ Ron Nichols

Attorney for Petitioner

CERTIFICATE OF SERVICE

I certify that on this 14th day of September 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** document was served by the method indicated below, to the following:

Jennifer Garner 1022 10th Street Ogden, UT 844401 Gengamez2025@gmail.com	[ ] U.S. Mail, Postage Prepaid [ ] Hand Delivered [ ] Facsimile Transmission [x] Email [ ] E-file

/s/ Sherri Strong