The Order of the Court is stated below:
Dated: October 20, 2026 01:42:56 PM **/s/** CATHERINE CONKLIN
District Court Judge

MELISSA A. ALAND (12425)
RYAN J. STANGER (13868)
ALAND STANGER, PLLC
1004 24th Street
Ogden, Utah 84401
Telephone: (801) 821-4911
Facsimile: (801) 821-4940
maland@alandstanger.com

Attorneys for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT, STATE OF UTAH
IN AND FOR WEBER COUNTY, OGDEN DEPARTMENT

In the Matter of the Marriage of JAMIE GERHARDT, Petitioner, and DONALD GERHARDT, Respondent.	**DECREE OF DIVORCE** CIVIL NO. 264900645 JUDGE CONKLIN COMMISSIONER RICHARDS

The parties reached a final agreement by signing a *Stipulation and Settlement Agreement* for a *Decree of Divorce.* The Court, having reviewed the file and being familiar with the pleadings and other documents therein, and having reviewed the stipulation signed by both parties, entered its *Findings of Fact and Conclusions of Law* and being otherwise fully advised:

HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

DIVORCE

1. The parties are granted a divorce of marriage on the grounds of irreconcilable differences.

CHILD CUSTODY AND PARENT-TIME

2. There have been two (2) children born as issue of this relationship and marriage, to wit: A.G., born September 2011 and B.G., born December 2013.

3. The provisions herein shall apply to all minor children of the Parties' regardless of the singular use of the term child.

4. It is in the child's best interest that both the Parties be awarded joint legal and physical custody of the minor child. The Parties shall exercise parent-time as they may agree and at a minimum in accordance with Utah Code Ann. § 81-9-305. The parties shall alternate a week on/week off rotation with exchanges occurring on Mondays after school or 5:00 pm if school is not in session.

5. Each parent shall ensure each child has an individual bedroom or sleeping quarters with appropriate beds and bedding, a closet, and sufficient storage.

6. The Parties shall exercise holiday parent-time with the Parties' minor child as the Parties may agree, and if the Parties cannot agree, at a minimum as outlined in Utah Code § 81-9-302 (12). For the purpose of dividing holiday parent-time, Jamie shall be awarded the holidays designated to the custodial parent, and Donald shall be awarded the holidays designated to the noncustodial parent.

7. Extended Parent-Time: Each party is entitled to three (3) additional days of extended parent time with the minor child when the children are released from school for summer break. This extended time is exercised consecutively and contiguously with their regular

week of parent time. Jamie shall have the first choice of extended parent-time in calendar years ending in an odd number and Donald shall have the first choice of extended parent-time in calendar years ending in an even number. The Party with the first choice of extended summer parent-time shall provide written notice of the dates for extended parent-time to the other parent on or before May 1st. The Party who does not have the first choice shall provide written notice of the dates for extended parent-time to the other parent on or before May 15th. Extended parent-time shall not take precedence over or interfere with the exercise of holiday parent-time by the other parent.

8. Virtual and Telephonic Parent-Time**:** Telephone contact shall be at reasonable hours and for a reasonable duration. If the equipment is reasonably available and the parents reside at least 100 miles apart, virtual parent-time shall be at reasonable hours and for reasonable duration. Telephonic and virtual contact shall not be monitored by the other parent. Telephonic and virtual parent-time supplement, but do not replace, in person parent-time. If the child requests to speak with the other parent during either Party's parent-time, the custodial parent shall not deny the child reasonable access and communication with the other parent.

9. Pursuant to Utah Code Ann. § 81-9-203 et seq., the following parenting plan provisions shall be adopted by the Parties:

a. Either parent may make emergency decisions regarding the health or safety of the child.

b. Day-to-day decisions regarding the care, control, and discipline of the Parties' child shall be made by the parent with whom the child resides at the time.

c. Any parental duties or rights not specifically addressed in the Parties' Joint Parenting Plan shall be discussed and mutually decided by both parents.

d. Major Decisions: It is anticipated that parental decisions will be required for major decisions in raising the child, including, but not limited to: Medical, Dental, Psychological treatment or counseling, Education, and Religious Affiliation.

When these issues arise, the parents shall address and discuss the issues. Each parent will give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the Parties may further elect to seek input from the treating physicians or educators. Both parents shall be provided with such input.

If the parents cannot agree after making a good faith effort to come to an agreed upon decision, Jamie shall have "presumptive decision-making authority." This level of authority will allow her the right to make a preliminary decision that she shall then communicate to the Donald. If Donald believes that the decision is contrary to the best interests of the child, he will have seven (7) days to demand mediation and challenge the decision otherwise Jamie's decision will stand.

If the parties are not able to resolve the disagreement in mediation, either parent may bring the dispute before the court. The parent opposing the decision will have the burden of demonstrating that the decision is contrary to the child's best interests. It will not be sufficient to demonstrate that an alternative decision may also have been in the best interest of the child.

e. Extra-Curricular and Recreational Activities: The Parties will each pay one half of the costs and fees for the extra-curricular and recreational activities a child is enrolled in so long as both Parties agree in writing prior to the enrollment of a child in the activity. If a Party unilaterally enrolls a child in an activity or event without the written consent of the other parent, the enrolling parent shall be solely responsible for the costs associated with the activity and shall ensure the activity will not interfere with the other Party's parent-time. If the Parties agree to an activity, each parent shall cooperate and support the agreed activity and ensure the child is available to participate during his or her parent-time and shall provide the necessary transportation.

f. The advisory guidelines found in U.C.A. § 81-9-202, as amended, shall be adopted by the Parties, and included in their parenting plan to the extent they do not conflict with the provisions of the Parties parenting plan and decree. If there is a conflict, the terms of the Parties parenting plan and Decree shall govern.

g. Right of First Refusal: The Parties are each granted the right of first refusal to care for the minor child based on the best interest of the child and a preference that a parent provides care rather than a third-Party surrogate. The right of first refusal shall apply anytime a Party is unavailable to provide the primary care of the child overnight. The Party exercising the right of first refusal shall be responsible for picking up and returning the child unless the Parties agree otherwise in writing.

h. Limitations and Conduct: During parent-time with the minor child, a parent shall not engage in, nor permit the presence of any excessive alcohol consumption to the point of impairment, unlawful drug use, sexually explicit activities or pornography, violence, abuse, or neglect of the child, or illicit activity, or disrespect for law and order.

i. Medical/Dental/Health Appointments: Both Parties are entitled to attend a child's medical/dental/health appointments in person or virtually even if the appointment does not occur during their parent-time.

j. Significant Others: The Parties shall not introduce a paramour or romantic partner to the minor children within the first six months of the relationship unless the other parent has met the significant other and agrees the partner can be introduced to the child at an earlier date.

k. Schools: The minor children will remain in their current schools and subsequent feeder schools unless the parties mutually agree otherwise in writing.

10. Pursuant to UTAH CODE ANN § 81-9-202(19), for emergency purposes, whenever a minor child travels with either parent, all of the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

11. Relocation: If either Party relocates their residence thirty (30) miles or more from the other parent's residence, that parent shall provide 60 days advance written notice of the intended relocation to the other parent. In accordance with Ross v. Ross, 2019 UT App 104, a

Party giving notice of a relocation outside the state of Utah or more than thirty (30) miles from their current residence shall file a Petition to Modify to address custody, parent-time, and support issues. If the court makes a finding that a parent fails to provide the required notice of relocation, that parent may be held in contempt. The written notice of relocation shall contain statements affirming that:

a. The parent-time provisions in Utah Code § 81-9-209(9) or a schedule approved by both Parties shall be followed; and

b. Neither parent shall interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both Parties.

DOMESTIC SUPPORT OBLIGATIONS

CHILD SUPPORT

12. It is reasonable and proper that the child support be calculated in a sum of not less than the statutory amount per month as provided in UTAH CODE ANN § 81-6-302 for child support.

13. Jamie is currently employed at the Internal Revenue Service and is earning a gross monthly income of approximately $6,687.00. Donald is currently employed at Sodexo, earning a gross monthly income of $4,247.00. Donald shall be designated with 183 overnights and Jamie with 182 overnights for the child support calculation in the joint custody worksheet.

14. The Parties shall be required to immediately exchange current income and wage verification.

15. Jamie's child support obligation shall be set at $217.00 per month, pursuant to the "Uniform Civil Liability for Support Act", UTAH CODE ANN § 81-7-102 Commencing October 1, 2026. Child support is payable one-half by the fifth day of each month and the second half by the

twentieth day of that month.

16. Whether or not delinquency has occurred, the Decree of Divorce shall include an order that either Party may request that the Office of Recovery Services implement income withholding procedures for payment of child support obligations. UTAH CODE ANN § 26B-9-313 and UTAH CODE ANN §26B-9-405(3)(a).

17. Other Expenses: It is anticipated that the Parties will incur additional expenses for the minor child beyond the necessities of food, clothing, and shelter which are generally covered by child support. Such expenses may include, but are not necessarily limited to, school registration and activity fees, school supplies, transportation fees, such as airfare, driver license, and car insurance fees and any other fee or expense incurred by the minor child in addition to their necessities. It is fair and equitable that the Parties share and divide these fees equally. The Party incurring such an expense shall discuss the expense prior to being incurred if possible and shall provide invoice, receipt, or other proof of payment within 30 days of the expense being incurred. The other parent shall reimburse the expense within 45 days after receiving notice of the cost.

18. Future Modification of Child Support: Pursuant to Utah Code Ann. § 81-6-212, the Parties are hereby notified of the opportunity to adjust a child support order under any of the following circumstances:

a. Under Utah Code Ann. § 81-6-212(5), the Parties have a right to adjust this child support order by motion after three years from the date of entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the

difference is not of a temporary nature, and (3) the order adjusting the payor's ordered support amount does not deviate from the guidelines.

b. Under Utah Code Ann. § 81-6-212(4), the Parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the Parties; (iii)material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others. The Court shall adjust the payor's ordered support amount to that which is provided for in the guidelines if it results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive child other than those in common to both Parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

MEDICAL AND INSURANCE

19. Pursuant to UTAH CODE ANN. § 81-6-208, each Party shall provide medical and dental insurance for the minor children if available at a reasonable cost. Each Party will equally share the out-of-pocket costs of the premium actually paid by a Party for the children's portion of insurance. Any reasonable and necessary uninsured and unreimbursed medical and dental

expenses incurred for the minor children will be equally shared between the Parties.

20. A Party who incurs medical expenses will provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The other parent will reimburse the Party incurring the expenses within 30 days of receiving said written verification. The Party ordered to maintain insurance will provide verification of coverage to the other Party, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year.

21. The Party will notify the other Party of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the Party first knew or shall have known of the change. A Party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other Parties share of the expenses if that Party fails to comply with the notification requirements herein.

22. NOTICE TO MEDICAL EXPENSE CREDITORS: Pursuant to UTAH CODE ANN § 15-4-6.7, § 81-3-105, § 81-4-204, and § 81-4-406(3): when a court order has been entered that provides that each parent equally pay the medical and dental expenses of a minor child under UTAH CODE ANN § 81-4-204, or § 81-6-202(10), or an administrative order under § 26B-9-224, a creditor who has been provided with a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order. Therefore, each Party shall:

a. Send a copy of the Court order referenced above to the creditor of the particular medical expense of the particular minor child;

b. Notify the particular creditor of that Parties' current address;

c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that Party if that Party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under UTAH CODE ANN §70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14 Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

ALIMONY

23. The Parties are both physically capable of supporting themselves and alimony shall not be awarded to either Party.

REAL PROPERTY

24. During the marriage, the Parties have acquired real property located at 2066 N. 200 E., North Ogden, UT 84414 ("Property"). LEGAL DESCRIPTION: *ALL OF LOT 16, COUNTRY LANE PLACE, NORTH OGDEN CITY, WEBER COUNTY, UTAH.*

25. Jamie is awarded possession of the Property subject to the following provisions:

a. Donald is awarded an equitable lien against the home in the amount of $95,000 to be paid within one hundred and twenty (120) days of entry of the Decree of Divorce from Jamie's 401(k) account via QDRO.

b. Jamie shall pay Donald his equitable lien in the amount of $95,000 to be paid within one hundred and twenty (120) days of entry of the Decree of Divorce.

c. Jamie shall refinance the mortgage and remove Donald from the mortgage obligation within one hundred and twenty (120) days of the entry of the Decree of Divorce.

d. If Jamie fails to refinance the mortgage within one hundred and twenty (120) days of the entry of the Decree of Divorce, then the house shall immediately be placed on the market and the equity shall be divided between the Parties as set forth herein.

e. Jamie shall assume all liability, debt, and encumbrances associated with the real property, including the HVAC Loan owing to Watercress Financial and shall hold harmless and indemnify Donald from any liability, debt, and encumbrances associated with the real property.

f. Donald shall timely execute a Quit Claim Deed or any other documents necessary to effectuate the refinance of the real property and shall take any other actions reasonably necessary to facilitate the refinance of the mortgage in a timely manner.

26. If Jamie is unable to refinance, the Property shall immediately be put up for sale.

PERSONAL PROPERTY

27. During the marriage the Parties have acquired personal property which shall be equitably divided between the Parties as follows:

a. Jamie is awarded: 2020 Infiniti Q860 and one-half of the personal marital property.

b. Donald is awarded: 2017 Nissan Altima; and one-half of the personal marital property.

c. Donald is entitled to pick up his personal property from the marital home with reasonable notice and shall be accompanied by a mutually agreeable friend or family member.

28. The Parties shall share custody of the dog, Bowie, with each party maintaining possession of the dog during their parent-time with the children unless otherwise agreed. The parties shall equally pay Bowie's food and vet expenses.

29. All property and all property rights which may be vested in either Party because of family inheritance, trusts, or similar sources shall be awarded to the Party from whose family it came.

30. Upon entry of the Decree of Divorce, the Parties shall execute all documents necessary to transfer any awarded property into the other Party's name.

31. If any personal property disputes arise after the decree of divorce has been entered, the Parties shall participate in mediation to come to a resolution between them regarding the division of the disputed property, the cost of said mediation to be equally born by the Parties.

DEBTS AND OBLIGATIONS

32. During the marriage the Parties acquired debts and obligations to third Parties which shall be equitably divided as follows:

a. Jamie is responsible for paying the HVAC loan owing to Watercress Financial (account ending 4058); Maurice's Credit Card (account ending 2281), America First Credit Union credit card and lien of credit (account ending 0500), America First Credit Union line of credit (account ending 3699).

b. Donald is responsible for paying the Synchrony Bank Discount Tires (account ending 9374).

33. Each Party is responsible for paying the individual debts and obligations in their names commencing October 1, 2026.

34. The responsible Party shall hold the non-responsible Party harmless on any debt or obligation associated with the debt. The responsible Party shall not include the debts in any bankruptcy petition.

NOTICE TO CREDITORS

35. Pursuant to UTAH CODE ANN §§ 15-4-6.5, 81-3-105 and 81-4-406(3), 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, each Party shall:

a. Send a copy of the Decree of Divorce as soon as possible to each creditor he/she is not required to pay;

b. Notify the joint creditor of the current address for each Party;

c. Inform the 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.

HEALTH INSURANCE

36. Jamie presently has insurance benefits available through her place of employment and shall continue to provide insurance for the Parties throughout the divorce proceedings. After the Decree of Divorce is entered, each Party shall be responsible for their individual health insurance premiums.

STOCKS, BONDS, RETIREMENT, AND PENSION RELATED ASSETS

37. The Parties shall each be awarded their individual retirement accounts to which they contributed free and clear of any claim by the other party.

38. The parties anticipate that Jamie will transfer $95,000 from her retirement account to Donald to satisfy his equitable lien in the personal property within one hundred twenty days (120) of entry of Decree of Divorce.

39. The Parties shall each be awarded their individual retirement savings accounts to which they contributed free and clear of any claim by the other Party.

TAX FILING

40. The Parties shall file their taxes individually for the tax year 2026 and each year thereafter.

MINOR'S TAX DEPENDENCY STATUS

41. The Parties shall each be entitled to claim one (1) of the children for income tax deduction purposes, both State and Federal, each and every year beginning for the tax year 2026, as provided in UTAH CODE ANN § 81-6-210. When the eldest child has reached the age of majority and can no longer be claimed for income tax deduction purposes, the Parties shall then alternate the remaining child. Jamie is entitled to claim A.K.G. in odd-numbered tax years and

B.W.G. in even-numbered tax years. Donald is entitled to claim A.K.G. in even-numbered tax years and B.W.G. in odd-numbered tax years.

42. Pursuant to UTAH CODE ANN § 81-6-210, if the child support obligor is not current in the child support obligation the tax exemption shall automatically revert to the other parent.

CAR INSURANCE, CAR PAYMENTS, AND CELL PHONE

43. Beginning October 1, 2026 the parties shall be responsible for his or her own car insurance, car payment, and monthly cell phone bill.

ATTORNEY'S FEES AND COSTS

44. Each Party shall be responsible for paying their individual attorney fees and court costs incurred in this divorce action.

RESTRAINING ORDERS

45. The following restraining orders shall issue:

a. Both Parties are restrained from saying or doing anything that would tend to diminish the love and affection of the children for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the child about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation.

b. Both Parties are restrained from interrogating the children about the other parent's home, personal life, and activities.

c. Both Parties are restrained from making visitation arrangements through the children.

d. Both Parties are mutually restrained from harassing, annoying, or otherwise bothering the other Party or the minor children, or from committing any domestic violence or abuse against the other Party or the minor children.

e. Both Parties are mutually restrained from encouraging third Parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third Parties from such violations or shall remove the children from such circumstances.

f. Neither Party shall use the other Party's name, likeness, image, identification, or credit of the other Party to obtain credit, open an account for service, or obtain any other service.

g. Neither Party shall use the other Party's name, likeness, image, identification, or photographs to post to websites such as Facebook or other websites, without the other Party's express permission. Any current use or posting of the other Party shall be removed, unless the other Party expressly consents to it remaining posted.

h. All contact and communication between the Parties shall be in writing via, email or text (or other agreed upon mode of communication), except for medical emergencies; which may be and shall be communicated via telephone immediately.

i. Both Parties are restrained from coming to the home, workplace, or places where the other Party is known to be present without the other Party's express permission except as necessary to accommodate parent-time exchanges.

MISCELLANEOUS PROVISIONS

46. Each Party shall be ordered to take any action, or to execute and deliver to the other Party such documents, as is required to implement the provisions of the decree of divorce entered by the Court.

47. The protective order entered against Donald in Civil No. 264900834 shall be dismissed within seven (7) days of the signing of this Stipulation and Property Settlement Agreement. The Parties shall cooperate in preparing and submitting a stipulated motion and order to dismiss the protective order.

48. Jamie shall be entitled to resume use of her maiden name of Hale, should she so desire.

ENFORCEMENT AND MODIFICATION

49. Prior to any Petition being filed to change any provision of the final Decree of Divorce, the Parties must make a good faith attempt to resolve the issue through mediation with a court-approved mediator with each Party equally paying the mediation fees.

50. DEFAULT: If either Party defaults in their obligations herein, the Party in default shall be liable to the other Party for all reasonable expenses, including reasonable attorney's fees and court costs incurred in the enforcement of the obligations created herein.

[Court signatures to appear on the top of the first page]

APPROVED AS TO FORM AND CONTENT

/s/ Troy Jensen
Signed by Melissa A. Aland with the
Permission of Troy Jensen
Attorney for Respondent
Dated the _21st___ day of September 2026.

RULE 7 NOTICE

You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

Dated this 18th day of September 2026.

/s/ Melissa A. Aland

Melissa A. Aland

Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY certify that on this 18th day of September 2026, a true and correct copy of the foregoing document was served by email to the following:

Troy Jensen
Attorney for Respondent

/s/ Melissa A. Aland

Melissa A. Aland