The Order of the Court is stated below:
Dated: November 04, 2026 04:55:57 PM **/s/** JASON NELSON
District Court Judge

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Attorney for Petitioner

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

In the Matter of the Marriage of: JILLANA CLASS, Petitioner, and LAMONT CLASS, Respondent.	**DECREE OF DIVORCE** CIVIL NO. 254901263 JUDGE: JASON NELSON COMMISSIONER: BRANDON RICHARDS

The above-captioned matter came on regularly for consideration by the court without hearing. Pursuant to the Stipulation and Property Settlement Agreement and Parenting Plan 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 as follows:

1. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

CHILDREN

2. Minor Children. The parties have two (2) children born as issue of their marriage,

namely: K.M.C., born June 18, 2008, and Z.R.C., born September 10, 2009. While both children were minors when the divorce action was initiated, only Z.R.C. remains a minor.

3. Jurisdiction. Utah has jurisdiction over the custody and parent-time issues in this case. Utah is the home state for the minor children and/or is the most convenient forum for custody decisions because no other state has jurisdiction.

4. Parenting Plan. Pursuant to Utah Code Annotated §81-9-203, *et. seq*, the parties shall implement the objectives and goals of the parenting plan as set forth below:

PARENTING PLAN

5. Custody. It is in the minor child's best interests for the parties to be awarded joint legal custody and Petitioner be awarded sole physical custody of the minor child.

6. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the minor child's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their minor child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If after engaging in a meaningful discussion with each other about a

major decision the parties do not mutually agree, the parties will seek the advice of an expert in the field (e.g., Doctor for medical decision). If they cannot come to an agreement after obtaining input from an expert relevant for that particular decision, the parties will participate in mediation with a mutually agreed upon mediator with the parties equally dividing the cost of mediation. In the event the parties are still unable to agree regarding the child after following the dispute resolution process herein, Petitioner will have final say and Respondent will have the option to file a motion with the Court to have the issue addressed accordingly within a reasonably short period of time after mediation. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care. Each party shall have the right to treat the child for emergency medical needs, and will provide the other party notice of the emergency as soon as reasonably possible.

7. Physical Custody/Parent Time. Petitioner shall be awarded sole physical custody of the minor child with Respondent exercising parent-time as the parties can agree. If the parties are unable to agree, Respondent shall be entitled to parent-time pursuant to Utah Code Ann. § 81-9-302. The parties agree that Respondent will exercise parent-time on Wednesdays from 5:30 p.m. and ending at 8:30 p.m. (or, alternatively at Respondent's option, the alternative weekday parent-time in § 81-9-302(2)(a)(ii)). Respondent shall not have alcohol or otherwise be intoxicated during his parent-time.

8. Holiday and Extended Parent Time. The parties are awarded holidays and extended summer parent-time as described in Utah Code Ann. § 81-9-302, with Respondent designated as the non-custodial parent for holiday purposes.

9. The parties have implemented, as applicable, the statutory advisory guidelines set forth in Utah Code Ann. § 81-9-202 herein. Any paragraphs contained in the Advisory Guidelines and not specifically incorporated herein are not applicable to these parties.

10. Summer and Extended Parent Time Notification. Respondent shall request his vacation days first in odd numbered years and Petitioner shall request her vacation days first in even numbered years. On or before May 1st, the parent choosing his/her vacation first, shall provide his/her vacation time of choice to the other parent. On or before May 15th, the parent choosing his/her vacation second, will provide his/her vacation time of choice to the other parent (and cannot take the weeks already designated by the first choosing parent). If either parent misses their designation deadline, then the first party to designate is awarded their designated time. Summer holidays take precedence over extended parent time.

11. Right of First Refusal. In the event a party is going out of town and is unable to personally care for the minor child for an overnight period during their parent time, that party shall offer the other party the opportunity to provide the child-care. The party exercising the right of first refusal shall provide transportation to exercise the parent-time. In the event the child desires to have an occasional sleepover with friends or family members, the right of first refusal will not apply, so long as the parent is still available.

12. The parties shall cooperate and work together for the best interest of the minor child in making joint decisions regarding the child. The parties shall inform each other when issues arise regarding the child and will do so within a reasonable period of time, prior to making significant legal-custody decisions regarding the child. Both parties shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and

present that information to the other party. The parties shall then work together to make a decision within a reasonably short period of time, relative to the timeline presented by the urgency of the issue. The dispute resolution process set forth in paragraph 11 shall be followed by the parties.

13. Each party shall have absolute and complete access to all educational and medical records of the minor child. Each party shall be listed as a parent for the purposes of school contact or medical care provider contact. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities and other contact information that allows the other parent to participate in the child's life. Both parties agree to provide notice to the other parent of issues relating to any illness or accident or other circumstance that affects the child's health and welfare, as soon as reasonably possible. Both parties shall have open access to contact the necessary persons or entities so that the party will be notified of significant activities of the child, whether related to education, sports, arts, extra-curricular activities, church or other activities and events in which the child participates so that both parties may attend or participate.

14. The parties agree that the following provisions are in the best interest of the parties' minor child, and the parties agree to follow them as part of the parties' Parenting Plan:

a. The visitation and parent-time schedules as set forth herein shall be adhered to in order to maximize the continuity and stability of the life of the parties' minor child.

b. Special consideration shall be given by each parent to make the parties' minor child available to attend family functions including funerals, weddings, family reunions, important ceremonies, and other significant events in the lives of the parties' minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

c. The parent commencing parent time is responsible for the transportation of the minor child. In the event parent time exchanges occur at either parent's home, the exchange shall occur curbside.

d. The child's clothing and items they bring with them for parent time shall be returned with them at the conclusion of each parent-time visit.

e. If due to emergency circumstances, a parent will be late or is unable to be present to pick-up or deliver the child, then that parent shall notify the other as soon as possible.

f. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-order.

g. Each parent shall notify the other parent within 48 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parties shall be entitled to attend and participate fully. These events shall also be added to the parties' shared calendar.

h. Each parent shall provide the other with a current address and telephone number within 24 hours of any change.

i. Each parent shall be awarded liberal unmonitored telephone and virtual parent-time, with the minor child during reasonable hours and for a reasonable duration taking into account the minor child's respective schedules. The child will be allowed to call either parent at any time. Neither parent shall ask the minor child to contact the other parent to make a request, ask permission for an upcoming event, extend parent time, or seek information. Neither parent will have the minor child relay messages to the other parent on their behalf. The child can call the other parent at any time and the parties can limit the minor child's cell phone use with friends, as a form of punishment; however, neither parent can limit the minor child's cell phone use with the other parent (e.g. the parties can remove apps or prohibit the minor child from texting/phoning friends, but they cannot prohibit them from contacting the other parent or the duration of the calls (however, each parent may enforce reasonable telephone rules in their households, e.g. no phones during meals)).

j. If the minor child participates in social media (e.g., Facebook, Instagram, SnapChat), each parent shall be allowed access to the child's social media pages, postings, and information. Neither parent shall communicate secretively or use codes to communicate with the minor child (i.e., direct message, private message, SnapChat).

k. Each parent shall support the other parent in their respective parenting role.

l. The parties shall trade favors and considerations involving the child, as needed and within reason. This will encourage cooperation and flexibility in the parties' parenting relationship.

m. The parties shall recognize it is important for the child's emotional well-being that they hold the other in high esteem as a parent in their conversations with the child.

n. The parties shall leave the past in the past to the fullest extent possible. The parties shall continue working together and utilize the other as a resource for the successful rearing of the child.

o. **Travel with the Minor Child.** Pursuant to Utah Code Ann § 81-9-202(19), for emergency purposes, whenever the minor child travels out-of-state with either party, all of the following shall be provided to the other parent: (i) an itinerary of travel dates; (ii) destinations; (iii) places where the child or traveling parent can be reached; and (iv) the name and telephone number of an available third person who would be knowledgeable of the child's location. Each party will notify the other party in advance of all upcoming out-of-state planned travel.

p. **Relocation**. If either party moves more than 50 miles away, the parties shall comply with the provisions of Utah Code Ann. § 81-9-209, as it pertains to parent-time and travel expenses, including providing 60 days' advance written notice of the intended relocation to the other parent. The written notice shall contain statements affirming that (i) the parties' parent time schedule as set forth herein will be followed, and (ii) neither parent will interfere with the other's parental rights as set forth herein. Prior to instituting court action regarding the

relocation, the parties shall comply with the dispute resolution provisions provided herein. Neither parent anticipates a move at this time.

q. **Education**. The parties agree that the child will continue to attend the current school where she is enrolled and the feeder schools within their current school boundaries.

r. **Therapy**. In the event the child participates in therapy or counseling, the parties shall attempt to agree in writing to a safe harbor therapist. Both parties shall support the minor child in therapy and will follow the recommendations of the child's respective therapists, including frequency of visits, termination of therapy, etc. If the child is enrolled in therapy, neither party shall terminate the agreed upon therapist without the written agreement of the other parent.

15. Mutual Restraining Orders. The parties shall comply with the following mutual restraining orders:

a. A restraining order shall be entered enjoining each party from making disparaging comments about the other party, or permitting a third party from making disparaging comments about the other party, in the presence of the minor child.

b. A restraining order shall be entered enjoining each party from discussing the issues of this divorce action or the terms of this Order with the minor child.

c. In the event the parties have to communicate about the child, the parties shall at all times and in all communications remain civil with each other and not harass, threaten, demean or belittle each other. The parties shall refrain from making

derogatory or disparaging comments about or to the other parent at all times, and especially when within the hearing of the minor child.

d. The parties shall ensure the child is insulated from adult-related matters and adult-related decisions and will not include the child in the decision-making process.

e. The parties shall never act or speak in a way that might diminish the love and affection of the child toward the other parent, regardless of the truthfulness of the allegation. The parties shall not allow third parties to do that which they themselves are prohibited from doing.

16. Our Family Wizard. Each party shall download and maintain the Our Family Wizard application, using the premium subscription. The parties shall each be responsible for their own cost to obtain the application. All communication between the parties should be through Our Family Wizard, unless it is an emergency. The parties shall utilize all features of Our Family Wizard, including but not limited to, communication, shared calendars, expense reimbursement log, phone/video calls, etc. The parties are required to keep notifications turned on, and messages shall be responded to within 48 hours. Petitioner is responsible to include the minor child's activities and events on the app.

17. Neither parent will track the child via location services when the other party is exercising parent-time with the minor child.

END OF PARENTING PLAN

HEALTH INSURANCE

18. Medical, dental, and vision insurance coverage shall be provided by the party who can obtain the best coverage, if available at a reasonable cost.

19. Currently, Respondent carries the health insurance policy (through TRICARE) on behalf of the minor child. The parties shall equally divide the cost of the premium actually paid for the child.

20. The parties shall equally pay any out-of-pocket medical, dental or vision costs including co-payments, deductibles, and uninsured costs incurred for the benefit of the minor child until the minor child attains majority age as set forth in Utah Code Ann. § 81-6-208.

21. The party who incurs the medical expense shall be reimbursed within thirty (30) days of providing verification of the cost and payment to the other party as set forth in Utah Code Ann. § 81-6-208.

22. The party who incurs the medical expense may be denied the right to receive credit for the expense, or to recover the other party's share of the expense, if that party fails to provide written verification of the cost and payment within thirty (30) days of payment as set forth in Utah Code Ann. § 81-6-208.

23. Pursuant to Utah Code Ann. § 81-6-208, if, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parties, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Respondent 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 are 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.

EXTRACURRICULAR ACTIVITIES

24. The parties shall discuss in advance the issue of any extra-curricular activity in which the minor child may participate, and must agree to enroll the child in new activities not identified herein. If there is no agreement to enroll the child in a new activity, the costs of the activity will not be shared and will be the sole responsibility of the enrolling parent and the activity shall not infringe on the other parent's parent time and there shall be no obligation for the non-consenting parent to take the child to the activity if it falls on their parent time.

CHILD SUPPORT AND RELATED PROVISIONS

25. For purposes of calculating child support, Respondent's gross monthly income shall be $9,814.

26. For purposes of calculating child support, Petitioner's gross monthly income shall be $2,800.

27. Commencing October 1, 2026, and based on a sole physical custody worksheet, Petitioner shall be awarded child support from Respondent in the amount of $938 per month and continuing each month thereafter until the minor child attains the age of eighteen (18) years and graduate from high school with their regular class, if later, or otherwise the child become emancipated, at which time child support shall cease or be automatically adjusted pursuant to Utah Code §81-6-213(1).

28. Respondent shall pay his child support obligation to Petitioner in no more than two equal installments payable no later than the 5th and 20th days of the month.

29. The amount of child support may be reviewed and modified pursuant to the provisions of Utah Code Ann. § 81-6-212.

ALIMONY

30. Petitioner shall be awarded alimony from Respondent in the amount of $500.00 per month beginning October 1, 2026 and ending on September 30, 2031 (5 years), thereafter Petitioner shall be awarded monthly alimony from Respondent in the amount of $350 per month beginning October 1, 2031 and ending on September 30, 2036. Otherwise, alimony shall terminate until the earliest of the following events to occur: (i) Petitioner's death; (ii) Respondent's death; (iii) Petitioner's remarriage or cohabitation with a person; or (iv) further order of the Court modifying or terminating alimony based on a substantial change in circumstances.

31. Respondent shall pay his alimony obligation to Petitioner in no more than two equal installments payable no later than the 5th and the 20th days of the month.

INSURANCE

32. **Insurance**. During the marriage, the parties acquired various policies of health, dental, life, vehicle and other insurance. The parties shall be required to obtain and maintain their own separate insurance policies and pay any costs, premiums, and/or deductibles associated

therewith within thirty (30) days of the entry of the Decree of Divorce herein. The parties shall be equally responsible for costs associated with the minor child's vehicle insurance.

PROPERTY AND DEBT DISTRIBUTION

33. During their marriage, the parties acquired certain real and personal property and incurred certain debts and obligations which shall be divided and allocated between the parties as described below.

34. **Marital Home**. The marital property, located at 3905 S 5500 W Hooper, Utah 84315 ("marital home"), will be awarded to Petitioner without any claim from Respondent and holding Respondent harmless thereon. Commencing October 1, 2026, Petitioner shall be solely responsible for all costs associated with the marital home, including but not limited to the insurance, maintenance and property taxes. The mortgage has been paid off in full.

35. The parties agree that the current fair market value of the marital home is $582,000. Within 30 days of entry of the Decree of Divorce, Respondent will execute a Quit Claim Deed transferring his ownership interest in the marital home to Petitioner.

36. Other Real Property. In June 2025, Respondent acquired the real property at 1156 N 1500 W. Clinton UT 84015 which shall be awarded to Respondent without any claim from Petitioner and holding Petitioner harmless thereon. Respondent shall be solely responsible for the mortgage and all debts and obligations related to this property. The parties agree that the Clinton home has a current fair market value of $495,000.

37. Property Settlement. As part of the property settlement in this case, the parties agree that Petitioner will pay Respondent $41,000 by December 20, 2026, representative of an equal division of the marital estate.

38. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title of any of the property awarded to the parties herein which are necessary to implement the Decree of Divorce.

39. Personal Property. Each party shall be awarded his or her own separate personal property, including all personal property brought into the marriage or received during the marriage by gift, inheritance, or devise. Each party shall be awarded their own personal items and effects. All other items shall be divided as the parties agree. If they cannot agree, they shall return to mediation.

40. The parties agree that Respondent shall be awarded the tools currently located in the garage and shop at the marital home and shall be afforded the opportunity to retrieve such tools within 30 days of the entry of the Stipulation and Property Settlement Agreement, October 21, 2026; Petitioner has assured Respondent that no tools were lent out or otherwise removed from the garage or shop during the pendency of the divorce.

41. Vehicles. Petitioner shall be awarded the following vehicles, along with any related

debt or obligation, free and clear from any claim by Respondent, and she shall hold Respondent harmless therefrom:

a. 2019 Toyota 4Runner

b. 1970 Buick GS

c. 2002 Honda Accord.

Respondent shall be awarded the following vehicles, along with any related debt or obligation, free and clear from any claim by Petitioner, and he shall hold Petitioner harmless therefrom and shall be permitted to retrieve these vehicles from the marital home within 30 days of the entry of the Stipulation and Property Settlement Agreement, October 21, 2026:

a. 1993 Dodge Dakota

b. 1996 Toyota Camry

c. 2004 Nissan Maxima

d. 2012 Cross Country Motorcycle

e. 1979 Mercury Capri

42. The parties shall make available to each other for copying (the expense of which shall be equally divided), all family pictures, videos and other family memorabilia in his/her respective possession, the original copies of which shall be promptly returned to the party presently in possession thereof.

43. Financial Accounts. Petitioner shall be awarded her premarital, gifted or inherited financial accounts and the following marital financial accounts free and clear of any claim from Respondent:

a. Ridgeline Credit Union x0581 checking

b. Ridgeline Credit Union x0581 savings/regular shares

c. Ridgeline Credit Union x3557 checking

d. Ridgeline Credit Union x3557 regular shares

e. Ridgeline Credit Union x3557 CD

f. Goldenwest Credit Union x3586 checking

g. Goldenwest Credit Union x3586 savings

h. Goldenwest Credit Union x3586 other

44. Respondent shall be awarded his premarital, gifted or inherited financial accounts and the following marital financial accounts free and clear of any claim from Petitioner:

a. MACU x3315 checking

b. MACU x3315 savings

c. Ridgeline Credit Union x3557 super saver savings (which Petitioner agrees to remove her name from such account within 14 days of the entry of the Stipulation and Property Settlement Agreement, October 21, 2026)

45. Children's Financial Accounts. During the marriage, the parties acquired financial accounts for the children, including but not limited to, Ridgeline CU x3435 ($2,852.58) and Ridgeline CU x3801 ($2,616.78) accounts. These accounts shall be put in the children's names and maintained solely for the benefit of the children and the parties may contribute to the accounts as they so choose.

46. Retirement/Tax Deferred Assets/Investment Accounts. The parties' various tax-deferred, retirement assets and investment accounts shall be divided as follows:

a. Petitioner is awarded her MACU, IRA Money Market x5937 and TSP – IRS accounts/assets as her sole and separate property with no claim by Respondent.

b. The parties shall equally divide the funds in Petitioner's Walmart 401(k) account, with each party equally sharing the cost associated with dividing the account for the preparation of a QDRO. The parties agree to use Rori Hendrix to prepare the necessary documentation for division with each paying one-half of the cost. Each party will cooperate in giving information or signing documentation needed within 3 business days of the document/information or signature being requested by the provider preparing the QDRO. It is anticipated this transfer will be completed within 60 days of entry of the Decree of Divorce.

c. Respondent is awarded his TSP – Military account, Capital Group American Funds x7261, TD Ameri Trade, and Charles Schwab x3013 as an offset to the value of the marital home that Petitioner is being awarded.

d. In order to equalize the marital estate, the parties agree that Petitioner shall be awarded 50% of the marital portion of Respondent's FERS pension through his DISA civilian employment. Any QDRO that needs to be prepared at the time of Respondent's retirement, shall be prepared according to the Woodward Formula, with each paying one-half of the cost to prepare the QDRO. Once that information is provided to Respondent, he will be responsible to notify Petitioner immediately and shall cooperate in providing the necessary verification and documentation to have the appropriate QDRO prepared.

47. Debts. Respondent shall be solely responsible for the following debts, holding Petitioner harmless therefrom:

a. Personal Loans of Respondent;

b. Mortgage on Clinton Home, and
c. Personal Credit Card Debt, if any.

48. Petitioner shall be solely responsible for the following debts, holding Respondent harmless therefrom:

a. Personal Credit Cards

49. If applicable, the parties shall cooperate to remove the other as an authorized user from any credit cards either party is awarded/responsible for herein.

50. Each party shall be solely responsible for any debt incurred in his or her name since the parties' separation and shall hold the other party harmless therefrom.

51. If there exist any other marital debts that are not known at this time, those debts shall be paid by the party who incurred such debt or split equally if incurred jointly.

TAX PROVISIONS

52. In the event any income tax return of the parties filed on a married filing joint basis is audited, the parties shall be equally liable for any tax, penalty or interest assessed or shall be equally entitled to any refund.

53. Pursuant to Utah Code Ann. § 81-6-210, a tax exemption and/or attendant credit may not be awarded to a parent unless the award will result in a tax benefit to that parent. The parties shall alternate claiming the minor child Z.R.C. with Petitioner claiming Z.R.C. in even

numbered years and Respondent claiming Z.R.C. in odd numbered years.

MISCELLANEOUS PROVISIONS

54. Attorney Fees. Each party shall pay his or her own attorney's fees and costs incurred in this action.

55. Maiden Name. Petitioner shall be restored the use of her maiden name, Morris, if she so desires.

56. Full Disclosure. Each party shall fully disclose all assets and funds to the other party. If it is later determined either party has failed to disclose marital assets or funds, the marital asset or funds shall be awarded to the other party at the discretion of the other party.

57. Dispute Resolution. In the event of a dispute between the parties as to the interpretation of a term of this Order or modification of the Decree of Divorce, the parties shall mediate the issue before either party may initiate court action. The parties shall equally pay the mediator's fees.

58. Execution of Documents. Each party shall execute and deliver to the other party any documents necessary to implement the provisions of the Decree of Divorce entered by the Court. Should a party fail to execute a document within 60 days of the entry of the divorce decree (or other specific and applicable deadline prescribed herein), the other party may bring an Order to Enforce at the expense of the disobedient party and seek that the court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

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

APPROVED AS TO FORM AND CONTENT:

/s/ **Nicholas Gottwald*
Nicholas Gottwald
Attorney for Respondent
**Electronically signed by Celeste Rocha*
with permission from Nicholas Gottwald
received 10/26/2026

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 Petitioner's counsel should 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 23rd day of October 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via email to:

Nicholas Gottwald
nickgottwald@gmail.com
Attorney for Respondent

/s/ Celeste Rocha
Celeste Rocha
Paralegal for Laura D. Johnson