The Order of the Court is stated below:
Dated: November 06, 2026 08:45:04 AM **/s/** REUBEN J RENSTROM
District Court Judge

CAMILLE E. MACKAY (16216)
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IN THE SECOND JUDICIAL DISTRICT COURT – OGDEN DISTRICT

OF WEBER COUNTY, STATE OF UTAH

In the matter of the marriage of **AVERY HAMILTON,** Petitioner, and **ANDREW HAMILTON**, Respondent.	**DECREE OF DIVORCE** Case Number 254901166 Judge Reuben J. Renstrom Commissioner Brandon Richards

The Court hereby enters the following DECREE OF DIVORCE:

1. Petitioner was a resident of Weber County for at least three months prior to the filing of this action.

2. The parties were married on May 20, 2019, in Carbon County, Utah and are currently married. The parties separated on June 27, 2025.

3. The parties are granted a Decree of Divorce as of September 18, 2026, based on the grounds of irreconcilable differences.

4. The parties have two minor children together: K.M.H., born October 2022, and E.A.H., born May 2024.

5. Utah has jurisdiction over the custody and parent-time issues in this case pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act because Utah is the home state of the parties' minor children under Utah Code 78B-13-102(7).

6. There is a protective order matter against the Petitioner, in which Respondent is a protected party, case number 254901426.

7. Petitioner was ordered to pay Respondent child support of $441, beginning March 2026, but has failed to make any payments of child support. The Court gives her credit for two months when the children were in her full-time care. Petitioner owes Respondent five months of child support, totaling $2,205 and judgment shall is entered against her.

8. Respondent has been honorably discharged from the military and resides in Utah.

9. The parties are awarded joint legal custody of the minor children, subject to the Parenting Plan herein. Respondent is awarded primary physical custody of the minor children, subject to Petitioner's parent time consistent with Section 81-9-303 of the Utah Code. Petitioner's weekly overnight shall be on Wednesday. She shall not be entitled to another mid-week visit.

10. Holidays shall be pursuant to 81-9-303 of the Utah Code with Respondent named as the custodial parent.

11. If either party moves more than 150 miles from the other parent, the moving parent shall provide advance written notice of the intended relocation to the other parent and the provisions of Section 81-9-209 of the Utah Code shall apply.

12. Joint legal custody, as used herein, shall mean the sharing of rights, duties and responsibilities as parents by both parties. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities, but each shall consult with the other, and seek his or her opinion on all non routine matters, such as medical and educational decisions involving the child. If a dispute arises, the parties shall consult and consider the other's opinion in good faith, but if no agreement is made, the parties shall consult with a professional in the area of concern. In the event the parties do not agree with the experts, Respondent shall have presumptive decision-making authority. In the event Petitioner disagrees with the decision, the parties may attend mediation prior to bringing the matter before the Court.

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

14. Regular school hours may not be interrupted for the exercise of parent-time by either parent unless agreed upon by the other party.

15. The parties shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and the parties shall be entitled to attend and participate fully.

16. In the weeks Petitioner does not have her weekend with the children, she shall be entitled to two weekly virtual calls with the children, not to exceed 15 minutes. Such calls shall be held on Tuesday and Thursday at 7:00 p.m. There shall be a ten-minute grace period for the call, however, in the event Petitioner calls past the ten minute grace period, she shall not be entitled to such call. In the weeks Petitioner does have her weekend, she shall be entitled to one weekly virtual call on Tuesdays at 7:00 p.m. Respondent shall be entitled to a virtual call during Petitioner’s weekend on Sunday at 7:00 p.m.

17. The parties shall be respectful and civil in their communications to each other and shall never use demeaning language or profanity towards the other person.

18. Both parties shall have access directly to all school reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

19. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

20. The parties shall consult with each other if either of them becomes aware that the children are experiencing difficulties in school, emotional problems, or other issues that they would wish to be informed of if the parenting roles were reversed.

21. The parties shall hold the other in high esteem in their conversations with the children and encourage their continuing love and affection for both parents. In no event shall either party demean or disparage the other parent in the children ’s presence or permit any third party to do so. The parties shall make sure that no third parties speak negatively or degrade the other party in front of the minor children. The parties shall be civil and courteous in his/her communications with the other party.

22. Neither party shall engage in name-calling, threats, accusations, or emotionally charged language in any form of communication. Failure to comply shall be documented and subject to contempt, fines, or parent time modification.

23. The parties shall not use the children as a messenger to communicate with the other party but shall communicate directly with the other party. The main source of communication shall be through Our Family Wizard and each party will responsible for the cost of his/her subscription.

24. The parties shall have no direct communication with one another during exchanges. Exchanges shall take place at an equidistant location between the parties’ homes and at the nearest police station.

25. All necessary communication regarding scheduling or changes to parent time shall be conducted exclusively through a third-party neutral intermediary, such as a court-appointed parenting coordinator, mediator, or by written communication using a co-parenting app, such as OurFamilyWizard, limited strictly to parenting matters.

26. Neither party shall introduce a new romantic partner to the minor children until the relationship has been ongoing and serious for a minimum of ninety (90) days.

27. New romantic partners, as well as step-parents, step-siblings, and other extended family members introduced into the children's lives, shall be regarded as an additional source of emotional support and stability for the children.

28. Neither party shall contact, directly or indirectly, any new romantic partner or any acquaintances, colleagues, family members, friends, or other associates of the new romantic partner, except in the case of an emergency or where mutually agreed upon in writing.

29. Both parties shall refrain from using any disparaging, derogatory, or negative language, including but not limited to statements made in the presence of the minor children or on any form of social media, regarding the other party's new romantic partners, step-family members, or extended family.

30. The parties shall maintain a respectful environment regarding new partners and family members as this is in the best interests of the children and is essential to fostering a positive co-parenting relationship.

31. The parties shall share in the transportation of the children for parent time. A step-parent, grandparent, or other responsible individual designated by either party may pick up or drop off the child for parent time.

32. Both parties shall immediately notify the other of all emergency medical, educational, or legal events that occur when the children are in his or her custody, in particular any event that requires the children to miss more than one day of school or be treated at any medical facility for any reason, unless it is due to concerns of abuse.

33. The parties shall split equally the costs of the children's extracurricular activities that are agreed to in writing and shall support the children in such activities.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

34. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 *et seq*. Petitioner's gross monthly imputed income is $1,257 per month. Respondent's gross monthly income is $5,166 per month. Based on Petitioner having 145 overnights and Respondent having 220 overnights per year, Petitioner shall pay Respondent child support in the amount of $22.00, beginning October 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes

18 years of age or has graduated from high school during the child's normal and expected date 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. The child support is payable one- half on the 5th day of each and every month, and one-half on the 20th day of each month.

35. Medical/Dental Expenses. Both parents shall provide health care coverage, as defined by U.C.A. §81-6-208 for the medical expenses of the children.

a. If health insurance for medical expenses is available or becomes available to either parent at reasonable cost, and is accessible to the child, the parent(s) shall be responsible for maintaining insurance for their children.

b. If, at any point in time, a child is covered by the health insurance plans of both parents, the health insurance plan of Respondent shall be primary coverage for the children and the health insurance plan of Petitioner shall be secondary coverage for the children .If a parent remarries and the children are not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health 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 children.

c. Both parents shall provide cash medical support by equally sharing all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the children, including deductibles and copayments.

d. Both parents shall share equally the out-of-pocket costs of the children's portion of the health insurance premium actually pay by the parent who maintains the insurance.

e. Written verification of health insurance enrollment, health insurance premiums and any change in coverage or health insurance premiums shall be provided to the Office of Recovery Services.

f. Unless and until verification is provided to the Office, no credit will be given by the Office.

g. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

h. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

36. Childcare. Work-related childcare expenses shall be governed by Section 81-6-209 of the Utah Code with each parent sharing equally the reasonable work-related childcare expenses of the parents.

37. Tax Benefits. The parties shall share the child-related tax credits each year. Respondent shall be permitted to claim both children for the 2026 tax year as Petitioner unilaterally claimed both children for the 2025 tax year. Beginning tax year 2027, The parties shall divide the child tax credits each year with each party claiming one child. When there are two minor children to be claimed, Respondent shall be permitted to claim the oldest child each year and Petitioner shall claim the youngest child. When there is only one child to claim, the parties shall alternate claiming her with Respondent claiming her the first available year.

38. Real Property. The parties own a home located at 4206 Getaway Pl in Pueblo, Colorado 81008, which is currently being rented. The home is presently in the process of a short sale, and the parties acknowledge that no proceeds or gain are expected from the sale. The parties shall continue to cooperate in good faith to complete the short sale. Until the sale is finalized, the parties shall share equally all costs related to the home. Should any out-of-pocket costs arise in connection with the home or the short sale, including but not limited to closing costs, fees, repairs, or any deficiency balance owed after the sale, such costs shall be divided equally between the parties, with each party responsible for one-half.

39. Bank Accounts. Each party is awarded his/her bank accounts without claim from the other party.

40. Retirement. Respondent maintains a retirement account through the Federal Retirement Thrift Investment Board. The parties shall divide the retirement account equally as of September 18, 2026, the date of divorce.

41. Arrears. Petitioner owes Respondent arrears for child support and is obligated to pay one-half of the HVAC loan, which has a total balance of $10,763.06. Petitioner's share of the HVAC loan is $5,381.53. Petitioner's child support arrears and her $5,381.53 share of the HVAC loan shall be deducted from her one-half of the retirement account. Respondent shall ensure the HVAC loan is paid in full, releasing Petitioner from any liability on that debt. Petitioner shall receive the remaining balance of her one-half of the retirement account, after deduction of the child support arrears and her $5,381.53 HVAC obligation, in monthly payments of $250 beginning January 2027 and continuing until her remaining portion has been paid in full.

42. Personal Property. The parties have acquired personal property throughout the marriage. Each party is awarded the property that is currently in his/her possession. The Camry vehicle is awarded to Respondent and Respondent shall assume the debt associated with the vehicle. Petitioner is awarded the Kia vehicle. Respondent shall assist in making arrangements for her to retrieve the vehicle, if she so chooses.

43. Alimony. Petitioner has failed to meet her burden in proving she has a financial need for alimony. She did not submit an updated Financial Declaration, provide income verification, or

proof of her monthly expenses. As such, the Court cannot continue with the alimony analysis as she has not shown she has a need for alimony.

44. Debts. Each party is awarded the debts held in his/her own name, apart from the shared debt to the real property.

45. Attorney fees. Each party is ordered to assume his/her own attorney fees.

46. Name Change. Avery shall be permitted to change her name back to her maiden of "Lebow", if she so chooses.

-End of Order. The Court's signature appears at the top of the first page.-

Approved as to form:

_____
Avery Hamilton
Respondent

Approved as to form:

_____
John Bradley
Assistant Attorney General

CERTIFICATE OF TRANSMITTAL

I certify that on this 20th day of October 2026 I sent a true and correct copy of the foregoing document on the following parties in the following manner:

Avery Hamilton Petitioner Pro Se ahamilton@roguebx.com John Bradley Assistant Attorney General Attorneys for State of Utah cfsogden@agutah.gov	[ ] U.S. First Class Mail [ ] Hand-delivery [ ] Fax [X] Email [ ] Efiling

/s/ Camille E. Mackay
CAMILLE E. MACKAY
Attorney for Respondent