The Order of the Court is stated below:
Dated: November 10, 2026 01:32:23 PM **/s/** CATHERINE CONKLIN
District Court Judge

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

In the Matter of the Marriage of: KENT DAVID FORSBERG, Petitioner, and JENNIFER LYNN FORSBERG, Respondent.	**DECREE OF DIVORCE** Case No. 264900800 Judge: CONKLN Commissioner: RICHARDS

WHEREFORE the Court has reviewed the Findings of Fact and Conclusions of Law, Stipulation on Divorce and Custody, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged, and decreed as follows:

1) **JURISDICTION:** That Kent was for more than three (3) months prior to filing this action an actual and bona fide resident of Weber County, State of Utah.

2) Kent and Jennifer were married on the 2nd day of April, 2009, in Logan, Utah.

3) The parties separated in January 2026.

4) **GROUNDS:** During the course of the marriage, the parties have experienced differences which cannot be reconciled that make continuation of the marriage impossible and the parties are granted a divorce on the grounds of irreconcilable differences.

5) **CUSTODY & SUPPORT:** There are four (4) children born as issue of this marriage to wit; E.F. dob 09/15/2010; B.F. dob 03/27/2012; H.F. dob 10/23/2015; and H.F. dob 05/21/2020.

6) Kent and Jennifer are awarded joint legal custody of the minor children. The parties shall discuss all major issues regarding the children with one another. If there is no agreement after discussion, the parties shall look to a professional in the field (i.e. children's doctor on medical issue) and discuss again strongly favoring the professional's opinion. If there is still no agreement, the parties may elect to mediate. If no agreement at mediation, Jennifer shall then have presumptive decision-making authority with Kent having the right to object to the Court.

7) Kent and Jennifer shall be awarded joint physical custody of the minor children. The parties shall work together to determine the best parent-time schedule, but if no agreement, the parties shall exercise an approximate 6/8 split of parent-time. The parent-time shall occur on a 2-week rotation with Jennifer having Sunday evening at 7:00 p.m. until the next Monday when she drops the children at school, or 8:00 a.m. if there is no school. For Kent's week, he will have the children Monday afterschool until Sunday evening at 7:00 p.m. The following table outlines this schedule:

	Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
Week 1	Jennifer beginning at 7 p.m.	Jennifer	Jennifer	Jennifer	Jennifer	Jennifer	Jennifer
Week 2	Jennifer	Kent beginning at 8 a.m. or upon school	Kent	Kent	Kent	Kent	Kent until 7 p.m. Sunday

		pick-up					

8) The parties shall exercise holidays in conjunction with U.C.A.§ 81-9-302 as follows:

Holiday Parent Schedule Consistent with U.C.A. § 81-9-302

Holiday	Even Year Parent	Odd Year Parent	Awarded Time
Martin Luther King Jr. Holiday	Kent	Jennifer	(1) Begins Friday before MLK Jr. Day at: (a) 9 a.m. if school is not in session and the parent can be with the children; (b) the time school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Ends 7 p.m. MLK Jr. Day.
President's Day	Jennifer	Kent	(1) Begins Friday at: (a) 9 a.m. if no school; (b) dismissal; or (c) 6 p.m. by election. (2) Ends 7 p.m. on the day before school resumes.
Spring Break (First Half)	Jennifer	Kent	(1) Begins 6 p.m. the day school dismisses. (2) Ends 6 p.m. on Wednesday.
Spring Break (Second Half)	Kent	Jennifer	(1) Begins 6 p.m. Wednesday. (2) Ends 7 p.m. Sunday evening or when school resumes.
Memorial Day	Jennifer	Kent	(1) Begins Friday at: (a) 9 a.m. if no school; (b) dismissal; or (c) 6 p.m. (2) Ends 7 p.m. on Memorial Day.
July 4th	Kent	Jennifer	(1) Begins July 3rd at 6 p.m. (2) Ends July 5th at 6 p.m.
July 24th	Jennifer	Kent	(1) Begins July 23rd at 6 p.m. (2) Ends July 25th at 6 p.m.
Labor Day	Kent	Jennifer	(1) Begins Friday at: (a) 9 a.m.; (b) dismissal; or (c) 6 p.m. (2) Ends 7 p.m. on Labor Day.
Fall Break (UEA)	Kent	Jennifer	(1) Begins 6 p.m. day school dismisses. (2) Ends 7 p.m. the day before school resumes.
Halloween	Jennifer	Kent	(1) Begins school dismissal or 4 p.m. if no school. (2) Ends 9 p.m.
Thanksgiving	Kent	Jennifer	(1) Begins Wednesday at 6 p.m. or dismissal. (2) Ends 7 p.m. on the day before school resumes.
Winter Break (First Half)	Jennifer	Kent	(1) Begins dismissal or 6 p.m. the day school dismisses for winter break, (2) Ends December 27 at 7:00 p.m.
Winter Beak	Kent	Jennifer	(1) Begins 7:00 p.m. on December 27, (2) Ends

(Second Half)			7:00 p.m. the day before school resumes. The parent that is not awarded the first half of Winter break shall get December 23rd at 9 a.m. until December 24 at 9 a.m.
Father's Day	Kent	Kent	(1) Begins 9 a.m. (2) Ends 7 p.m.
Mother's Day	Jennifer	Jennifer	(1) Begins 9 a.m. (2) Ends 7 p.m.

In addition to the foregoing Holiday Parent Schedule, Kent is awarded holiday parent-time on December 23 from 1 p.m. until 9 p.m. every year and Jennifer is awarded holiday parent-time on December 24 from 1 p.m. until 9 p.m. every year—each party is awarded such days, regardless of the rotation for Winter Break contemplated in the table above or any other deviation from the parent-time schedule contemplated herein.

9) The parties shall each be awarded two weeks of uninterrupted summer parent-time each year with Jennifer receiving preference on weeks in even numbered years and Kent preference in odd numbered years. The preference shall apply if the weeks are designated by May 1 of each year. The other party shall designate by May 15 of each year. Neither shall have more than three consecutive weeks with the children.

10) The parties shall incorporate the following parenting plan:

PARENTING PLAN

GROUND RULES

A. The objectives of this parenting plan are the following:

a. to provide for the children's physical care;

b. to provide for the children's emotional stability;

c. to provide for the children's changing needs as they grow and mature so as to minimize future parenting plan modifications;

d. to set forth the authority and responsibilities of each parent with respect to the children;

e. to minimize the children's exposure to harmful parental conflict;

f. to help minimize any conflict between the parents;

g. to provide for and foster appropriate, civil and continuing communication and cooperation between the parents and guidelines regarding their communication and resolution of any conflicts;

h. to encourage the parents to meet the needs of their children and their responsibilities as a parent through agreements and cooperation instead of relying on judicial intervention; and,

i. To protect the best interests of the children.

B. The parties understand the objectives of this parent-plan and believe they are both dedicated parents who desire to create a structured parenting relationship for the benefit of their children and that their focus is the needs and interests of the children.

C. The parties realize that both of them are important to the children; that the children need their active support, and the parents agree to respect each other's role as a parent and their decisions with regards to the children.

D. The parties agree that to have a successful parenting relationship they will need to be flexible with the other parent. The parties shall incorporate U.C.A.§ 81-9-202 in giving special consideration to make the children available for funerals, weddings, or significant events.

E. As such, the parents understand and agree to develop and maintain good communication with each other and to establish a cooperative working relationship based upon trust, compromise, the sharing of information and open, honest and frequent communication between them.

F. The parents understand that the communication between them shall be civil and shall be regarding the health, welfare, education and all other interests of the children.

G. The parents understand that a conflict between them causes emotional trauma and pain to their children and this conflict shall be avoided.

H. The parents understand that consistency between the households is important regarding the children's schooling, discipline, etc.

TIME SHARING AND RESIDENTIAL PLAN

I. The parties are fit and proper persons to be awarded joint custody of the minor children.

J. The parent with the children during their parent time will ensure that the children arrive to school on time, is picked up on time and that they complete any and all assigned homework. The parents will discuss the children's homework and school activities so that they are both aware of assignments, projects and other homework that may be due. Both parents, if possible, will attend the parent-teacher conferences.

K. While the children are with a parent, that parent shall provide the children with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping quarters; (4) appropriate medical examinations and treatment; and (5) supervision and guidance as appropriate for the age of the children. That parent will also ensure that they will not engage in, nor permit the presence of any excessive alcohol consumption, unlawful drug use, sexually explicit activities, violence, or disrespect for law and order.

L. Each parent may make decisions regarding the day-to-day care and control of the children while the children are in the physical custody of that parent. If a parent is caring for the children and they will be away from the children for a period of 45 minutes or longer, that parent shall be responsible for making sure the children have a trusted adult looking over them in the event of Hudson having a medical emergency unless otherwise agreed.

M. If either parent is going out of state with the children, that parent shall provide to the other the address and telephone number of where the children will be prior to travel taking place.

N. The children shall be allowed reasonable telephone contact as initiated by the children and the children shall not be denied contact with either parent. Neither parent will unreasonably interfere with the others parent-time and will show courtesy and respect for one another's parent-time.

O. Neither parent shall introduce a romantic partner unless they have been in a committed relationship for more than 90 days and shall give the other parent a heads up prior to introduction.

SHARING OF INFORMATION

P. The parents will use their best efforts to communicate and share information with each other on a weekly basis regarding the children's development, school work, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.

Q. The parents will notify the other parent of all school programs, church events, extracurricular activities, and sporting events that involve the children.

R. The parents will notify the other parent of illnesses the children may have when they are at the individual homes.

S. The parents will discuss any problems either one of them is experiencing with disciplining the children and they will work together to enforce similar discipline plans/goals at each home.

T. The parents agree to communicate with each other any concerns regarding the wishes of the children with regards to parent-time and work together to do what is in the best interest of the children, in order to minimize any undue stress on the children.

U. The parents agree to immediately advise the other parent of any changes in the address, telephone number, or other information pertinent to their communication and the communication they have with the children.

V. The parents agree not to place the children in the middle of their communications or conflicts that may arise, if any. They will not probe or question the children regarding the other parent, send messages to the other parent through the children disparage or degrade the other parent in the presence of the children or allow third parties to do so.

W. The parties shall provide 60 days' notice prior to any move out of state and 30 days' notice of any in state relocation substantively affecting their ability to exercise the parent-time contemplated herein above.

MAJOR DECISIONS AND DISPUTE RESOLUTION

X. The parents agree that all major decisions concerning the children including health, education, religion, day care and general welfare will be discussed, and that they will both have input as to what is in their children ‘s best interests.

Y. Any changes to the Plan shall be made in writing, date, and signed by both parents. Until such Order from the Court, or written change is made, or this Plan and its terms shall remain enforceable and shall govern any dispute.

END OF PARENT PLAN

11) CHILD SUPPORT: Jennifer is currently employed and earns $3,333/month from her part-time 30-hour a week position.

12) Kent is currently employed and earns $5,200/month from his full-time 40-hour a week position.

13) Child support should be established in accordance with the minimum support guidelines using the allowable gross incomes of the parties in an amount as provided for by U.C.A. § 81-6-301 et. seq. for the minor child of the parties based on a joint 220/145 custody worksheet. The amount of child support provided per Code is $803 per month to be paid by Kent to Jennifer. This amount of support will begin the month following the sale of the home. Kent may pay one-half of support by the 5th of each month and by the 20th of each month to match an employment pay schedule.

14) Child support will be recalculated with Jennifer’s full-time hours upon Jennifer finding full-time employment or working more hours.

15) The parties shall jointly and equally be responsible for any extra-curricular activities for the children which are first agreed upon in writing.

16) The parties shall equally split the costs of school fees, school lunches, and other mandatory expenses. The parties will split insurance upon the children reaching driving age. The parties will discuss phone usage, but will both be responsible for one-half of ongoing phone service so long as first agreed upon in writing and both parties having access to the phones.

17) The parties will each provide clothing for the children while they are in their own care.

18) **CHILDCARE:** The parties shall equally split any daycare expenses incurred for child care for work related care. It is anticipated that Jennifer will continue to provide care for the children and will do so after school during Kent's week until he is free from work. In the event Jennifer is no longer able to provide this care, the parties shall equally split any daycare expenses incurred for the children for work related care.

19) **MEDICAL**: The minor children are currently covered on Kent's insurance. Kent will continue to cover the children's portion of medical premiums so long as he works where he is working and insurance does not change. In the event insurance changes, the parties shall readdress medical premium reimbursement. In the event both parties have medical coverage for the children, the children shall be double covered and the parties shall each pay their own medical premiums costs for the children with Kent's insurance as primary and Jennifer's as secondary.

20) Each parent is to pay for one-half (½) of any deductible or non-covered amounts for such essential medical or dental services or prescriptions related thereto that are not paid by the insurance provider. The parent ordered to maintain insurance shall provide

verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent children and thereafter on or before January 2nd of each calendar year, or thirty (30) days after the annual enrollment period. The parent shall notify the other parent or Office of Recovery Services of any change of insurance carrier, premium or benefits within thirty (30) days of the date of the change.

21) If a parent incurs medical expenses of which the other is responsible, they shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. The other parent is ordered to make their portion of those payments or make arrangement to do so within thirty (30) days of receipt of the documentation supporting required participation.

22) Neither parent shall contract for or incur any obligation for elective surgery for the children, or any type of psychological counseling or evaluation for the children, anticipating co-payment from the other parent without the prior agreement or consent of that parent in writing. Orthodontia work for the children shall be split 50/50 by the parties.

23) If an agreement cannot be reached, then before any (other than emergency) medical, or psychological counseling be done as a co-obligation, the matter shall be brought back before the court.

24) Upon the child Hudson reaching age 17, the parties will discuss the best guardianship options and whether ongoing child support or state assistance will be needed.

25) **Joint Financial Obligations of Child**. The parties shall equally provide for the child's financial needs and each parent is liable only for fifty-percent (50%) of the share of the relevant expense. Pursuant to U.C.A. § 15-4-6.7, collection and billing of the party's respective financial obligation to the child shall occur as follows:

The parents shall provide any medical or dental provider described in U.C.A. §§ 26B-9-224 and/or 81-6- 202 a copy of the Decree, and the provider shall:

At or before the time the provider renders medical or dental services to the child, and upon request from a parent, separately bill each parent for their respective share of the medical and dental expenses that each parent is required to pay under the Decree; or

Within thirty (30) days after the day on which the provider renders the medical or dental service to the child, may not:

Make a claim for unpaid medical and dental expenses against a parent who has paid in full their respective share of the medical and dental expenses that they are required to pay under the Decree; or

Make a negative credit report under U.C.A. § 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 their share of the medical and dental expenses that they are required to pay under the Decree.

The parents shall provide any service provider relevant to the child's school and extracurricular fees, as contemplated in U.C.A. §§ 81-4-204 or 81-4-406, a copy of the Decree, and the provider shall:

Before the day on which the provider first issues a bill for such expense, and upon request from a parent, separately bill each parent for the share of the expense that each parent is required to pay; and

May not make a negative credit report under U.C.A. § 70C-7- 107, or 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 their respective share of the school fee that they are required to pay under the Decree.

Notably, a provider may bill a parent for that parent's share of a child's expenses regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of such expenses.

26) TAXES: For purpose of taxes, the parties shall split the exemptions. Each party will claim two children for purposes of taxes. Upon an odd number of children remaining minors, Kent shall claim two children or the only child in even numbered tax years and Jennifer shall claim two children or the only child in odd numbered tax years. Consistent with U.C.A. § 81-6-210, if Kent is not current his child support obligation by December 31 of the claiming year, the tax exemption shall automatically revert to Jennifer. If Jennifer believes Kent is not current, she will notify him by December 15 of the year to allow Kent to come current by the 31st. That the parties shall cooperate in

signing any forms required by the IRS allowing the other party to claim the minor child when the other is entitled to the tax benefit.

27) REAL PROPERTY: The parties have real property located at 3208 N. 2575 W. Farr West, Utah ("Home"). This is a marital property and each party is entitled to fifty-percent (50%) of the equity which shall be the appraised value less the mortgage balance and HELOC. The parties shall list the Home for sale as soon as practical, but no later than the first week of January 2027. Until the Home is sold, Kent will pay the mortgage and Jennifer the HELOC, utilities, and credit card payments. In the interim, Jennifer shall maintain individual use and possession of the Home.

28) The parties will work together to have an agreed upon realtor list the Home and comply with the realtor's advice. Neither party shall unreasonably delay the sale of the Home.

29) RETIREMENT: The parties shall each be awarded their own retirement free and clear of claims of the other party.

30) PERSONAL PROPERTY: The parties have acquired personal property during the course of the marriage which shall be equally divided. Specifically:

a. Kent shall take the 2015 Ford F-350, 2002 Toyota Camry, enclosed trailer, red car hauler trailer, 2005 Kawasaki Brute Force, Maxx dump trailer, all his tools, all his firearms, grey gun safe, his personal items, and one-half of the remaining household items.

b. **Jennifer shall take** the 2016 Kia Sedona, her personal items, her wedding ring, $3,500 for her share of the purchase and upkeep of trailers, black gun safe, and one-half of the remaining household items.

c. **Items to be sold:** The parties will sell the kids dirt bike, kids wheeler and equally split the proceeds.

d. **Kids property:** All property that is the children's shall be awarded to them. Neither parent shall sell the children's property without written agreement of the other parent.

e. **Kids bank accounts:** Both parents will be kept on their accounts and have equal access.

31) All further property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar source should be awarded to the party from whose family it came.

32) **DEBTS:** During the course of the marriage the parties incurred martial debt. Kent shall take the AFCU truck debt, Citi Credit Card, and Discount Tire Credit Card and indemnify and hold Jennifer harmless on such debts. Jennifer shall take the AFCU Visa, Sam's Club Master Card and indemnify and hold Kent harmless on such debts.

33) Prior to the disbursement of sale proceeds from the sale of the home, the parties will pay off the Amazon card. Kent will then be removed from the Amazon card and Jennifer shall take the card and hold Kent harmless. Kent will provide proof of being removed from the card within thirty (30) days following the sale of the home.

34) All other debt shall be paid by the party in whom the debt is listed or as laid out in the real property section. Any and all debt not disclosed or divided herein shall be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefit. Each party shall indemnify and hold harmless the other from any debts they are individually responsible for in the Decree and the payment of the debts set forth above are non-dischargeable in bankruptcy; solely as to the indemnification of the other party.

35) Any debts incurred after the date of separation shall be the responsibility of the party incurring the debt.

36) **ALIMONY:** No alimony shall be awarded past, present, or future.

37) **OTHER:** Jennifer shall have her maiden name of Cluff restored should she choose.

38) **LIFE INSURANCE POLICY:** Kent shall obtain and maintain, at his sole cost, a life insurance policy on his life with a death benefit sufficient to secure his obligations to the parties' children, as follows:

a. The policy shall name Jennifer as the recipient of a policy payout, to receive such funds as a trustee on behalf of the parties' children. Upon receipt of the funds, Jennifer shall establish and fund a trust with the policy payout, designating the parties' children as the collective primary and sole beneficiaries of said trust.

b. Kent shall keep the policy in force, pay all premiums when due, and shall not borrow against, assign, cancel, reduce the death benefit of, or change

the beneficiaries of the policy without Jennifer's prior written consent or further order of the court. Within thirty (30) days after entry of the Decree, Kent shall provide Jennifer with written proof of the policy, and its assigned death benefit designation. Upon Jennifer's reasonable written request, Kent shall provide current evidence that the policy remains in force and premiums are paid.

c. Kent's foregoing obligation to maintain the policy shall terminate upon the first to occur of: (a) the youngest of the parties' children attaining eighteen [18] years of age; or (b) Jennifer's death.

d. The parties intend this insurance requirement to secure Kent's obligations to the children and/or Jennifer's ability to unilaterally continue to provide for the children upon Kent's untimely death. This provision shall be incorporated into the Decree and shall remain enforceable according to its terms as stated herein.

39) The parties shall be civil in all communications.

40) The parties shall not disparage the other party in the presence of the minor children or allow a third party to do the same.

41) Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

42) The parties shall each pay their own attorney fees and costs.

END OF ORDER

THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF THE DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT

Rule 7

NOTICE TO THE ATTORNEY:

You will please take notice that the undersigned, attorney for Kent, will submit the above and foregoing Decree to the Judge, for his signature upon the expiration of seven (7) days, unless written objection is filed prior to that time, pursuant to Rule 7(j)(4) of the Rules of Civil Procedure. Kindly govern yourself accordingly.

DATED this 2nd day of November, 2027.

/s/: Brittany R. Brown
Brittany R. Brown
Attorney at Law

CERTIFICATE OF SERVICE

I certify that I by email sent a true and correct copy of the foregoing Decree to the following:

Dated this 2nd day of November 2027.

/s/: Debbie Weber
Debbie Weber
Legal Assistant