The Order of the Court is stated below:
Dated: November 16, 2026 02:19:51 PM **/s/** CAMILLE NEIDER
District Court Judge

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PRIVATE RECORD

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

In the Matter of the Marriage of AMANDA LYNN SCHLEININGER, Petitioner, and, JOSHUA THOMAS SCHLEININGER, Respondent.	**DECREE OF DIVORCE** CIVIL NO. 224901756 JUDGE CAMILLE NEIDER COMMISSIONER BRANDON RICHARDS

This matter comes before the Court on Petitioner Amanda Schleininger's Petition for Divorce from Respondent Joshua Schleininger. The Court, having conducted a two-day trial on February 27 and March 2, 2026, and based on its Findings of Fact and Conclusions of Law, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1. Divorce. The bonds of matrimony and the marriage contract heretofore existing between Petitioner Amanda Lynn Schleininger ("Amanda") and Respondent Joshua Thomas Schleininger ("Joshua") are hereby dissolved, and the parties are granted a divorce from one another based on the grounds of irreconcilable differences. This Divorce is to become absolute and final

immediately upon the signature of the Court and entry by the Clerk.

2. Residency. The parties were bona fide residents of Weber County, State of Utah, for at least three (3) months immediately prior to the filing of this action.

3. Jurisdiction. This Court has jurisdiction pursuant to Utah Code Ann. §§ 78A-5-102 and 81-11-201.

4. Venue. Venue is proper in this Court pursuant to Utah Code Ann. § 81-4-203.

5. Marriage Statistics. The parties were married on April 8, 2006. This matter commenced upon Amanda filing her *Verified Petition for Divorce* on October 24, 2022. The parties formally separated on September 14, 2022.

6. Children. At the time of filing, the parties had two (2) minor children born of their marital relationship. Only one is still a minor, to wit: L.S. born December 2013. No other children are expected.

7. Home State. Utah is the home state of the minor child pursuant to Utah Code Ann. § 81-11-201(1)(a).

8. Other Proceedings. There are no other proceedings regarding custody of the minor child. *See* Utah Code § 81-11-205.

9. Mediation. Prior to attending trial, the parties satisfied the Alternative Dispute Resolution requirement by attending at least one (1) good faith mediation during the pendency of these proceedings on or about July 10, 2024.

10. Divorce Education Course Requirements. The parties have each completed the divorce education and orientation course requirements.

CUSTODY AND PARENTING PLAN

11. Custody. The parties shall share joint legal and physical custody of the minor child.

12. Parent Time. The parties shall share parent time as they may agree, in the absence of an agreement the parties will share 50/50 custody of the minor child. The parties will share custody on a week-on/week-off basis.

13. Parenting Plan. The parties shall follow the following Parenting Plan: The following Parenting Plan implements the parties' Partial Stipulation Regarding Custody and Parent-Time, signed and filed February 26, 2026 (Docket No. 400), which the Court adopted and ordered incorporated into this Decree of Divorce.

a. Exchanges. When school is in session, the parties shall utilize the school for pickup and drop off of the minor child. When school is not in session, the parties shall utilize curb-side pickups with parent time beginning when the receiving parent picks the child up at 3:00 p.m. The receiving parent is responsible for transportation. The minor child shall walk from the property of the other parent to the vehicle of the receiving parent.

b. Holidays. The parties shall share holidays pursuant to Utah Code Ann. § 81-9-303(15) as follows:

Holiday	Description	Father's Year	Mother's Year
MLK Day:	(1) Holiday begins Friday at: (a) 8:30 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of parent granted holiday. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8:30 a.m. on the day following Dr. Martin	Odd	Even

	Luther King Jr. Day if there is no school.		
President’s Day:	(1) Holiday begins Friday at: (a) 8:30 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of parent granted holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8:30 a.m. on the day following President's Day if there is no school.	Even	Odd
Spring Break:	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8:30 a.m. on the day following the end of spring break if there is no school.	Odd	Even
Memorial Day:	(1) Holiday begins Friday at: (a) 8:30 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of parent granted holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8:30 a.m. on the day following Memorial Day if there is no school.	Even	Odd
July 4th:	6 PM July 3rd until 6 PM on 5th	Odd	Even
July 24th:	6 PM July 23rd until 6 PM on 25th	Even	Odd
Labor Day:	(1) Holiday begins Friday at: (a) 8:30 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of parent granted holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8:30 a.m. on the day following Labor Day if there is no school	Odd	Even
Fall Break:	(1) Holiday begins at 6 p.m. on the day school is	Odd	Even

	dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 8:30 a.m. on the day following the end of fall break if there is no school.		
Halloween:	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even	Odd
Thanksgiving:	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8:30 a.m. on the Monday following Thanksgiving if there is no school	Even	Odd
Winter Break (1st Portion)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd	Even
Winter Break (2nd Portion)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even	Odd
Child's Birthday (actual day)	3 PM – 9 PM on actual birthday	Even	Odd
Child's Birthday (before or after)	3 PM – 9 PM on day before or after birthday	Odd	Even

Mother's Day:	9 AM – 9 PM Mother's Day	Mother	Mother
Father's Day:	9 AM – 9 PM Father's Day	Father	Father

c. Safety Plan. The parties shall contact one another in the event of an emergency or exigent circumstance, either on behalf of the minor child or a parent. Should the emergency or exigent circumstance involve the minor child, the parties will endeavor to provide the safest and most comfortable setting for the minor child's ongoing care, considerate of their respective circumstances.

d. First Right of Refusal. The parties shall have no first of right refusal. Notwithstanding, pursuant to Utah Code Ann. § 81-9-202(13):

i. Parental care is presumed to be better care for the minor child than surrogate care.

ii. The parties are encouraged to cooperate in allowing the other parent, if willing and able to transport the minor child, to provide the childcare.

iii. Childcare arrangements existing during the marriage are preferred, as are childcare arrangements with nominal or no charge.

e. Child's Personal Items. The parties shall ensure that the child has sufficient clothing, school supplies, and entertainment while spending parent time with each parent. The parties agree to divide the child's clothing sufficiently to allow for the appropriate attire for parent time.

i. Any additional clothing, shall be purchased by the parties separately at their own expense and stored at their homes respectively;

ii. The child shall be permitted to select personal items to take and keep at each home;

iii. Each party will provide personal hygiene items for the child at their own cost; and

iv. The parties anticipate that some personal items, such as clothing, toys, etc., will go from one parent's house to the other. The parties will work together to ensure that such items are returned clean and in good working order to the extent practicable.

f. Special Events. Special consideration shall be given, along with consideration of the child's desire, to attending family functions, including funerals, weddings, family reunions, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

g. Decision Making. Both parties have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

i. The minor child will remain in the same school district that she is currently in, following the same matriculation path with in-area schools, unless the parties mutually agree to change the minor child's enrollment.

h. Dispute Resolution. The parties will share joint legal decision-making authority over all major issues related to the minor child.

i. The parties shall reasonably consult one another related to a major medical, educational, religious, or other decision.

ii. In the absence of an agreement, the parties will consult relevant experts related to the dispute (i.e. doctors, clergy, teacher, administrators, etc.).

iii. If the parties remain unable to reach an agreement regarding the decision,

the parties shall attend mediation prior to taking the issue before the Court for decision. The parties will share the cost of mediation.

iv. Should mediation fail, then Amanda will have final decision as to medical issues and Joshua will have final decision as to educational issues. Each party maintains the right to challenge the other parent's final decision via the appropriate Court proceedings.

v. Each party is entitled to make minor day-to-day decisions for the minor child while the child is his/her care.

vi. The parties are entitled to make emergency decisions for the child where there is no reasonable opportunity to consult the other parent prior to decision.

i. Restrictions. The parties are bound by the following restrictions:

i. The parties are each restrained from saying or doing anything that would tend to diminish the love and affection of the child 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.

ii. Both parties are restrained from making visitation arrangements through the child or from using the minor child as a messenger.

iii. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party.

iv. Both parties are mutually restrained from permitting 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 violation or shall remove the child from such circumstances.

v. The parents shall not question the child about each other's personal relationships, financial spending, or otherwise use the child as a tool for discovery.

vi. The parents shall not ask the child to lie for them or to keep something secret from the other parent.

vii. The parents are encouraged to speak about positive attributes of the other parent with and in the presence of the minor child.

viii. Extracurricular Activities. Neither parent may enroll the child in an extracurricular activity that interferes with the other parent's parent-time unless agreed to in writing by the parties in advance. Notwithstanding, the parties agree the child may participate in the following activities, which both parties agree they will facilitate during their respective parent-time: soccer, archery, and band.

ix. Alcohol and Drugs. The parties are prohibited from consuming non-prescribed drugs and prohibited from consuming alcohol beyond the legal limit required to operate a vehicle during their parent-time.

j. Communication Between the Parties. The parties shall discuss all parenting concerns by text or e-mail at any time needed and will not use their child to deliver messages. The parties will use phone contact for emergencies or changes the day of the exchange. The parents shall avoid any in person communication that may result in a

conflict at a parent-time exchange and instead address the issue via telephone or email.

i. All communication between the parents shall be honest, civil, respectful, factual, and aimed at maintaining a good parenting relationship with the other parent. The parties agree that time is of the essence on matters that relate to the child and will timely respond to these communications.

ii. Communication about the child shall be between the parents only. The parents shall not require each other to speak with his or her new boyfriend/spouse or girlfriend/spouse.

k. Telephone and Virtual Contact with Child. The minor child may contact either parent at any time the child desires telephone and virtual parent-time with the other parent during parent time. Each parent shall be permitted to initiate reasonable telephone and virtual parent time while the minor child is with the other parent.

l. Exchanging and Access to Information. The parties will both have access to medical records, school records, court records, and any other information or records concerning their child. Both parties will have access and administrative control of all electronic devices for the child. Neither party may make administrative changes to the child's device(s) during the other parent's time.

i. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in via text message, email, and/or calendar invites.

PROPERTY DISTRIBUTION

14. There is no pre-marital separate property of note in this case, and the Court's identification, valuation, and division of the property at issue in this matter is of marital property only. To the extent the parties have acquired assets or earned income after separation, the Court considers such property and income to be owned by the party that earned the income and acquired the property.

15. Marital Home. The marital home located at 604 West 2775 North, Pleasant View, Utah is valued at $795,000.

16. In the fall of 2022, the mortgage balance was $422,541. Since that time, Amanda has made all the mortgage payments without any contribution from Joshua. The Court finds it would be inequitable to use the mortgage balance at the time of trial considering the one-sided contribution to any increase in the equity. The net value of the marital home is $372,459, with each party possessing a ½ interest of $186,230.

17. The possession of the marital home is awarded to Amanda. Amanda shall refinance or fully assume the mortgage loan and remove Joshua's name within 120 days after the entry of this Decree of Divorce. Joshua shall cooperate with the refinance or assumption and provide any necessary documents requested by the title insurance company, including a Quit Claim Deed or other release documents. Amanda is responsible for any costs of the refinance or assumption.

18. Marital Home Equity Allocation. Consistent with the Findings of Fact and Conclusions of Law, Joshua is awarded his one-half interest in the equity of the marital home in the amount of $186,230.00.

19. Equalization of Remaining Property Interests. To reconcile the parties' remaining one-

half interests as set forth in the Findings, and consistent with the Court's directive that this Decree include any offsets and judgments, the offsetting interests are netted as follows: amounts awarded to Joshua of $35,610.50 (comprising $28,110.50 for one-half of the 2023 H&H owner's draw, $2,500.00 for the Honda Element, and $5,000.00 for the BMW X7), less amounts awarded to Amanda of $34,637.50 (comprising $14,637.50 for the Ford F-150 and $20,000.00 for the Avid CNC machine), yield a net Judgment in favor of Joshua and against Amanda in the amount of $973.00. Together with the marital home equity allocation above, the total net Judgment in Joshua's favor is $187,203.00, exclusive of the tax-refund awards addressed separately herein. This net Judgment reconciles and is inclusive of the individual one-half interests and the 2023 H&H owner's-draw amount stated above and is not in addition to them. Judgment shall enter in favor of Joshua and against Amanda in the amount of $187,203.00, which shall bear post-judgment interest at the statutory rate until paid in full.

20. Hustle & Heart Real Estate Group (hereinafter H&H). H&H has no divisible value; Amanda is awarded H&H. Joshua is awarded $0.

21. In 2023, after Joshua was no longer involved with, or compensated by, H&H, Amanda took an owner's draw of $56,221 in addition to her salary. That owner's draw was an asset of H&H that flowed directly to Amanda and was a marital asset, was not shared with Joshua, and Joshua did not control where it was spent. Therefore, each party is entitled to ½ of the 2023 owner's draw of $28,110.50.

22. The Court finds Amanda's testimony consistent with the Profit and Loss statements regarding H&H's assets / income / liabilities and which expenses are appropriate and historically recognized business expenses.

23. The Court is not including the 2022 owner's draw because the parties were together most of that year and were still both being paid by H&H and sharing marital expenses. The Court does not have sufficient information to find the 2022 owner's draw was not handled consistent with the other draws when the parties were married.

24. Webull Financial Account. The Webull account is valued at $1,500 and awarded to Joshua.

25. Vehicles.

a. Ford F-150: The Ford F-150 is valued at $29,275 and is awarded to Joshua. Amanda is awarded one-half interest in the equity in the amount of $14,637.50.

b. 2007 Honda Element: The Honda is valued at $5,000 and is awarded to Amanda. Joshua is awarded a ½ interest in the equity in the amount of $2,500.

c. 2022 BMW X7: The 2022 BMW X7 is valued at $61,854 (the midpoint between the two estimates), with an outstanding loan of $51,854, and equity in the amount of $10,000. The BMW is awarded to Amanda and Joshua is awarded a ½ interest in the equity in the amount of $5,000. Amanda shall indemnify, hold harmless, and, if possible, remove Joshua from the vehicle loan for the BMW as soon as practicable.

26. Other personal property.

a. Avid CNC Machine and Accessories: The CNC machine and accessories are valued at $40,000 and are awarded to Joshua. Amanda is awarded one-half interest in the value in the amount $20,000. That amount is a reasonable

value considering the accessories and minimal prior use.

b. Within thirty (30) days after entry of this Decree, the parties shall make copies of the photos and videos of the family, especially those of the children, to ensure each party has equal access and copies of all such videos and pictures.

c. Joshua is awarded one bedroom set (including mattress, frame, and related bedroom furniture) and all items from the downstairs exercise room including the weights, and Joshua's road bike, the "Christmas structure" and his mother's homemade blankets. Amanda will cooperate with Joshua to facilitate Joshua's pickup of these items no less than thirty (30) days after entry of this Decree of Divorce.

d. The Court is unable to assign any other shared value in the remaining personal property items. All other personal property is awarded to the person that currently has it in their possession, and the Court makes the parties' previous informal division of the property the order of the court (with the noted exceptions above).

27. IRS Debt. The parties owe approximately $88,428 in IRS debt. Based on Amanda's willingness to accept the debt, the Court has no need to analyze or address this debt. Therefore, Amanda is awarded the IRS debt, without any contribution from Joshua. Amanda is required to indemnify Joshua from any liability owed to the Internal Revenue Service based on this debt.

28. Small Business Administration Loan. There is a debt owed by H&H that is personally guaranteed by both Amanda and Josh of approximately $150,000. Based on Amanda's

willingness to accept the debt and her award of H&H, the Court has no need to further analyze or address this debt. Therefore, Amanda is awarded the SBA debt, without any contribution from Joshua. Amanda is required to indemnify Joshua from any liability owed to the Small Business Administration lender based on this debt.

29. Value of Box Truck, Trailer. Amanda was permitted by prior court order to sell the Box Truck and the Trailer to pay down medical debt. She has sold both items and applied the money towards marital medical debt. Based on Amanda's willingness to accept any remaining marital medical debt, the Court has no need to further analyze or address this debt.

30. Other Debt. Both parties have incurred debt to family members to continue to pay their lifestyle expenses and to pay for legal services as part of this ongoing litigation incurred since the parties separated. The parties also have credit card debt. There are no bank accounts that have any identified cash balances that are attributable to marital deposits. Each party is awarded all debt in that party's name, unless specifically addressed above. Each party is awarded any other financial account asset that is in that party's name, unless specifically addressed above.

CHILD SUPPORT AND ALIMONY

31. After determining the division of the marital estate, the Court must also determine whether any support payments from one spouse to the other should be ordered.

32. Before the Court can properly determine a support award, the Court must determine each party's gross and net monthly incomes.

Temporary Support Order

33. The Court's first review of Amanda's income was at the temporary orders hearing on July 30, 2023, by the Commissioner.

34. After taking into consideration certain business expenses, the Commissioner determined that Amanda's gross income amount was $18,463 per month. (Docket Number 119 at ¶¶ 2-3.)

35. The Court also accepted a stipulation that Joshua's gross income amount was $1,625 because "the Court has no other income figure for Joshua." (Docket Number 119 at ¶ 1.)

36. The Court recognizes that, while the Commissioner used the best evidence available at the time of the temporary orders hearing to evaluate and determine an interim support amount based on these incomes, the Court finds the incomes based on the evidence at trial require some adjustment. The Court, pursuant to its authority to "true-up" and "retroactively modify" the Commissioner's interlocutory ruling, will make these adjustments below. *Knowles v. Knowles*, 2022 UT App 47, ¶ 48, 509 P.3d 265.

37. The Court also previously determined that Amanda's reasonable standard of living expenses is $10,522 and Joshua's are $7,255. These findings and determinations will not be disturbed for purposes of the true up (although they are different for the on-going child support and alimony analysis.)

38. To calculate gross income, the Court "may include … income from earned and non-earned sources, such as salaries [and] dividends" as well as "income imputed to the parent." U.C.A. § 81-6-203(2)(a).

Amanda's Income

39. Amanda is self-employed and operates the real estate company created during the parties' marriage, Hustle & Heart Real Estate. H&H was established consistently with many real estate companies. H&H gross profit comprised Amanda and other agents' commissions or splits. H&H would then deduct expenses, including payroll for staff and provide a salary for Amanda and

Joshua. The remaining profit was then handled as a reinvestment in H&H or taken as owners' draws for Amanda and Joshua with W- 2s for their salaries and K-1s for their owners' draws. The Court has reviewed the personal taxes and H&H's taxes for 2018-2023. The Court also has reviewed the Profit/Loss statement for H&H for 2024 and 2025, although taxes were not provided for those years. There were no experts at trial to assist the Court in determining Amanda's income.

a. Both parties testified that some personal or household expenses were paid by H&H.

b. Joshua was terminated / removed from H&H by Amanda on May 5, 2023.

c. Amanda's Financial Declaration filed February 27, 2023, claims a gross monthly income of $8,333.

d. Amanda's Financial Declaration filed in 2026 claims an annual income of $113,500, or a gross monthly income of $9,416 per month.

e. On May 12, 2022, a BMW car loan application shows Amanda claiming her income to be $500,000 per year, or $41,667 per month.

f. During the marriage and following separation, Amanda paid herself a salary of roughly $104,000, or $8,666 per month.

g. At a hearing held on Temporary Orders, the domestic relations commissioner determined Amanda's annual income to be:

1. $217,835 in 2018;
2. $188,439 in 2019;
3. $275,107 in 2020; and
4. $204,857 in 2021.
5. Average income of $221,560 annually and $18,463 monthly.

h. Amanda had owner's distributions in 2022 of $76,801 and in 2023 of $56,221. Amanda testified at trial that these distributions were "loans" that she would pay back to the business. She further conceded she has made no payments towards any such "loan" and that no interest is applied to the "loans." The Court finds these are owner's draws and not loans.

i. Combining historical W-2 salary with these owners draws, Amanda's total gross income for 2022 is $180,800 annually or $15,067 per month, and for 2023 is $160,221 annually or $13,352 monthly.

j. The Court does not believe there is sufficient reliable testimony to Amanda's income for 2024 and 2025. No taxes have been filed and the profit / loss statements from H&H are not definitive as to her gross income. The Court finds Amanda's testimony credible that the real estate market has been constricted in the past years based on economic factors. The Court believes Amanda's testimony that H&H was impacted by the market constriction but without the taxes, the Court does not have the ability to assess the impact on H&H or her personal taxes. The Court believes it would likely be a further reduction in Amanda's gross income but has no ability to determine what that reduction is. To balance all these issues, the Court relies only on the totals from 2021-2023. This balances the benefit to the parties because it accounts for the market constriction for Amanda's benefit but does not recognize any additional constriction since 2023 for Joshua's benefit.

k. Amanda's income is calculated as follows:

2021 – 204,857
2022 – 180,800

2023 – 160,221
$545,878 /3 = $181,959 annual average
/12 months
$15,163 gross monthly average

l. Based on a 31% tax rate (which both parties have used), Amanda's net monthly income is $10,463.

Joshua's Income

40. In Utah, "the goal of imputing income is to prevent parents from reducing their child support or alimony by purposeful unemployment or underemployment." *Griffith v. Griffith*, 959 P.2d 1015, 1018 (Utah Ct. App. 1998). In addition, "though voluntary … underemployment may be relevant when considering whether a party is concealing income or shirking in his or her efforts to earn income, a finding of voluntary underemployment is not a prerequisite to imputing income." *Reller v. Argenziano*, 2015 UT App 241, ¶ 33, 360 P.3d 768.

41. To impute income to a parent, a trial court must rely on evidence sufficient to support detailed findings of fact regarding the parent's "employment potential and probable earnings." U.C.A. 81-6-2(6)(b).

42. At the temporary orders hearing held before the domestic relations commissioner, the parties stipulated to an imputed gross income for Joshua of $1,625 per month.

43. On March 8, 2024, Ms. Kourtney Layton issued her report titled: Analysis of Employability and Earning Capacity of Joshua Schleininger, finding Joshua's skills and experience were consistent with employment in real estate, construction or as a general contractor.

44. In the Fall of 2025, Joshua secured employment with JPar Silverpath (Susan Boyer),

where he earned $11,225 for about ten weeks of work (equivalent to approximately $4,080 per month). That employment ended and Joshua secured a job in January 2026 as a maintenance technician at Ogden-Weber Technical College, where he earns $24.52 per hour ($51,000 per year).

45. At trial, Ms. Layton presented expert testimony regarding Joshua's ability to earn income consistently with her report.

46. At trial, the Court examined Joshua about his work history. Joshua confirmed there is no disability preventing him from obtaining employment. Joshua provided no other credible explanation for his lack of employment between late-2022 and mid-2025.

47. Ms. Layton's expert testimony was credible and reliable; Joshua had several different vocational opportunities and skills, and there were no unique barriers that prevented him from pursuing a meaningful and profitable career, including the possibilities as a real estate agent, general contractor or in construction. Ms. Layton testified credibly that Joshua could work towards earning about $80,000 per year as a real estate agent. Ms. Layton also testified Joshua could make between $49,000-$80,000 per year as a general contractor. Joshua's employment during the 2025-2026 support these numbers at the lower end.

48. It is a significant concern to the Court that Joshua did not secure any meaningful employment or engage in meaningful education since the separation. Joshua has had almost 4 years to make progress in a meaningful job and only started taking those steps at the 3-year mark. Joshua's testimony was not believable regarding his inability to secure employment prior to September 2025. Considering his work history as an agent and business owner, his constructions skills, the fact he already owns the necessary tools and equipment, there is no

excuse for his underemployment. For those reasons, it is reasonable to impute a current income to Joshua of $70,000 annual income ($5,833 monthly) based on the expert testimony, his employability, his work history, current employment and his willful unemployment/underemployment since the separation. Joshua is capable of much more than an entry level or low-end employment in any of those possible careers. If Joshua had obtained employment 4 years ago in the range of $48,000 - $51,000, it is reasonable that the wage, commission or salary could be at the mid-point or high end, based on Ms. Layton's report. Any benefit of the doubt resolves against Joshua because of his inaction in securing employment.

49. Joshua fits within a 15% tax bracket, resulting in a net income of $4,960 monthly.

Child Support Calculation

50. Child support should be calculated pursuant to Utah Code Ann. § 81-6-201 et. al. Based upon the parties' sharing joint physical custody and equal parent-time, and with Joshua having 183 overnights and Amanda 182 overnights per Utah Code Ann. § 81-6- 206(7), Amanda's monthly child support obligation to Joshua is $408 per month.

51. Amanda's child support obligation will be backdated to the first full month after T.S. turned 18 in August 2024. Amanda is entitled to credit for any child support paid to Joshua.

52. One-half of Amanda's obligation should be paid by the 1st day of each month, with the remaining one-half payment made by the 15th day of each month. Child support should continue until automatic termination at the time (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected year 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 in accordance with Utah Code 78A-6-801.

53. Medical/Dental Expenses. The parent who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor child in accordance with Utah Code Ann. § 81-6-208.

54. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy.

55. Pursuant to Utah Code Ann. § 81-6-208(8), the parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

56. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

57. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party can secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

58. Extracurricular Activities. Each party will assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed upon in writing, including texts and emails, extracurricular activities that the minor child may be involved in. Unless

otherwise agreed upon by the parties, the parties will pay agreed upon expenses at the time the balance is due. The party incurring the extracurricular activity out-of-pocket costs will submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and will be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

59. School Fees. Each party will assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, school lunches, etc.) incurred during the time leading up to and including high school. The party incurring the out-of-pocket expense will submit to the other parent an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and will be reimbursed by the other parent within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

60. Alimony. Excluding fault, Utah law "articulates seven factors that a court must consider in making an alimony determination." *Dahl v. Dahl*, 2015 UT 79, ¶ 94. There are now eight statutory factors, but only five of these factors are relevant to this case, and they are:

a. The standard of living existing during the marriage;

b. The financial condition and needs of the payee spouse;

c. The payee's earning capacity or ability to produce income;

d. The ability of the payor spouse to provide support; and

e. The length of the marriage. U.C.A. § 81-4-502(1).

61. The Court will analyze each of the statutory factors above to craft an equitable alimony award that is "calculated to approximate the parties' standard of living during the marriage as closely as possible." *Rule*, 2017 UT App 137 at ¶ 14, 402 P.3d 153 (internal citation omitted). This "marital standard of living analysis is about whether the parties' proposed points of calculation are consistent with the parties' manner of living and financial decisions." *Mintz v. Mintz*, 2023 UT App 17, ¶ 24, 525 P.3d 534.

62. The Court's first task is to "determine the parties' needs and expenses … in light of the marital standard of living." *Rule*, 2017 UT App 137 at ¶ 15.

63. The standard of living analysis should, absent extenuating circumstances, begin at the date of the parties' separation. *See Jensen v. Jensen*, 2008 UT App 392, ¶ 13, 197 P.3d 117.

64. The "needs of each party, determined according to the marital standard of living, provide a baseline from which" this Court will "craft an alimony award that best fulfills the purposes of alimony." *Rule*, 2017 UT App 137 at ¶ 15.

65. This Court then looks to what expenses from the marital standard of living are "reasonably incurred" in the post-divorce context (for example, the Court will determine what residential living expenses are reasonable for a single adult that, during the marriage, shared a household with other people). *Rule*, 2017 UT App 137 at ¶ 19.

66. Consistent with the testimony at trial, the 2026 financial declarations of the parties and their respective arguments, Joshua's current reasonable monthly expenses and needs are set forth below:

Monthly Expense	Requested Amount	Adjusted Amount	Reason
Rent or Mortgage	$2,491	$2,386	Consistent with marital mortgage payment

Real Estate Maintenance	$250	$250	Consistent with Amanda
Food and household supplies	$2117.67	$700	Concession in his written closing
Clothing	$82.45	$82.45	
Automobile Insurance	$148.52	148.52	
Fuel	$335	$325	½ of marital amount
Auto Maintenance	$422.07	$150	Concession in his written closing
Other Transportation	$5.50	$5.50	
Utilities	$365	$365	
Telephone	$75.83	$75.83	
Paid TV	$164	$100	Consistent with Marital expense
Internet	$108.35	$100	Court's belief of reasonable amount
CC payments	$1,104.16	$614	Concession in written closing – min payments
Extracurricular activities for children	$194.15	$50	Concession in written closing
Education children	$25	$25	
Insurance – Dental	$52.36	$52.36	
Health expenses	$475.50	$475.50	
Insurance – Vision	$11.24	$11.24	OWTC Paystub
Entertainment	$200	$200	
Laundry and dry cleaning	50.55	$25	½ of marital
Donations	$25	$25	
Gifts	$150	$150	Court's belief of reasonable amount
Grooming	$243.12	$100	Court's belief of reasonable amount
Data storage	$188.40	$188.40	
Total	$9,534.87	$6,854.80	

67. Josh's reasonable need is $6,854.80. He has an imputed income of $4,960 plus child support of $408 for a total of $5,368. This results in a shortfall of $1,486.80.

68. Consistent with the testimony at trial, the 2026 financial declarations of the parties and their respective arguments, Amanda's reasonable monthly expenses are set forth below:

Monthly Expense	Requested Amount	Adjusted Amount	Reason

Rent or Mortgage	$2,491	$2,386	Consistent with marital mortgage payment
Real Estate Maintenance	$250	$250	
Real Estate Insurance	$107	$107	
Food and household Supplies	$700	$700	
Clothing	$300.00	$300.00	
Automobile Insurance	$150	$150	Dodge / Dutchman no longer need insurance
Auto Maintenance	$150	$50	BMW is business expense; Element only other vehicle
Travel	$500	$500	
Utilities	$447	$447	Dominion, PV City, RMP
Internet	$128.22	$100	Court's belief of reasonable amount - consistent with Joshua's expense
IRS Debt	$1,600	$1,600	
Extracurricular activities for children	$100	$100	
Education children	$25	$25	
Education	$50	$50	
School Lunch	$75	$75	
Dental	$100	$100	
Health expenses	$475.50	$475.50	Consistent with Joshua's expense
Insurance – Vision	$11.24	$11.24	OWTC Paystub
Entertainment	$500	$200	Consistent with Joshua's amount
Laundry and dry cleaning	$100	$100	
Donations	$25	$25	
Gifts	$150	$150	Court's belief of reasonable amount
Grooming	$300	$150	Court's belief of reasonable amount
Child Support	$408	$408	
Total	$9,142.96	$8,459.74	

69. As stated above, Amanda's reasonable monthly net income of $10,463 minus $408 in child support is $10,055. Amanda's reasonable monthly expenses are $8,460, leaving her with

net excess of $1,595. The Court, however, finds that it is fair and reasonable the parties share equally in that net excess. The Court will not order that Joshua receive all the excess for two main reasons: first, it is Joshua's burden to establish that he is in need and is unable to provide for himself. The guiding language is that he must provide the court with sufficient credible evidence on each factor. Joshua has failed to provide credible evidence of his need, considering he did not have any employment until Fall 2025. Second, Joshua was instructed to "get out into the workplace and find a way to support himself" at the temporary orders. These two factors combined are sufficient to find that Joshua has done very little to mitigate the circumstances in which he finds himself. The Court will not reward Joshua with an increased alimony award based on passiveness.

70. Considering the factors, expenses and incomes of the parties, the Court finds it is appropriate to order Amanda to pay $800 per month in alimony to Joshua starting with April 1, 2026.

71. One-half of Amanda's obligation will be paid by the 1st day of each month, with the remaining one-half payment made by the 15th day of each month.

72. Applying Utah Code Ann. § 81-4-505, the award of alimony will automatically terminate upon Joshua's remarriage, his cohabitation with another individual in a romantic relationship, or the death of either party.

73. As noted by both parties, alimony may extend the duration of the marriage, which in this case is approximately 20 years. The Court, however, finds that to be unnecessary and unfair. In Utah, any party seeking alimony has the burden to prove an entitlement to such an award. *Dahl v. Dahl*, 2015 UT 79, ¶ 95. This means that the party seeking alimony must meet that burden of

proof as to that party's need and earning capacity as well as the other party's ability to pay. *Dahl v. Dahl*, 2015 UT 79, ¶ 95. Stated differently, the party seeking alimony bears "the burden of providing [the trial court] with sufficient credible evidence of each factor listed in the Alimony Statute." *Id.* at ¶ 108.

74. In order "[t]o satisfy this burden, a party seeking alimony must provide the court with a credible financial declaration and financial documentation to demonstrate that the *Jones* factors support an award of alimony." *Id.* at ¶ 96. When "a party seeking alimony fails to satisfy its burden, a district court will generally not abuse its discretion in declining to award alimony." *Id.* Ultimately, as long as the trial court "exercises its discretion within the bounds and under the standards Utah appellate courts have set," the alimony determination is up to the trial court's well-exercised discretion. *Eberhard v. Eberhard*, 2019 UT App 114, ¶ 3, 449 P.3d 202.

75. Considering these instructions, the Court finds that alimony in the nature of rehabilitative alimony is appropriate in this case. Joshua is 42 years old, in excellent physical health, with no significant impediments to meaningful employment. Joshua's work and experience provide him with significant marketable skills, whether in real estate, construction or some other field. The Court recognizes there may be a need for further licensure or education to fine-tune some of these skills, but they are more consistent with fine-tuning and not a major overhaul. Joshua is not really "entry-level." The Court finds that a step-down approach to the alimony is appropriate in this case. Considering the numbers in the true-up section of this order, the Court orders a total of 60 months of full alimony (may consist of part "true up" and part on-going alimony), starting with the first full month alimony was paid. After 60 months, the Court finds it is reasonable to reduce the alimony award to $400 per month for the next 60 months. The total months will be

120 months, or 10 years, which is one-half the length of the marriage and is sufficient time for Joshua to maximize his education, skills and employability.

76. True up of Alimony and Child Support. Consistent with our instructions from the appellate courts, the Court will true up and resolve any issues stemming from the temporary orders or from any motions to enforce.

77. The Court finds that Temporary Orders regarding support were filed on March 31, 2023, a hearing held on July 30, 2023, (where the tax returns were requested by the Court), a ruling issued on September 5, 2023, and a Temporary Support Order signed on September 20, 2023. At the hearing, the domestic relations commissioner set Amanda's gross monthly income at $18,463, her net monthly income at $12,739, monthly child support at $134 resulting in a disposable monthly income of $12,605 per month. It was determined that Amanda's reasonable monthly expenses were $10,522 per month.

78. At the same hearing and regarding Joshua's income, the parties stipulated gross monthly income of $1,625. The Commissioner determined that Joshua's net income was $1,381 plus child support for a total monthly disposable income of $1,515. It was also determined his reasonable monthly expenses were $7,255. The Court made a monthly order for alimony of $2,083 from Amanda to Joshua.

79. Joshua filed an objection to the Temporary Support Order on September 19, 2023. The Objection was heard by the Court on denied on April 10, 2024. The Temporary Support Order has been the governing order regarding alimony since July 2023.

80. On December 7, 2025, an Order was signed by the Court finding that in September 2024, T.S. turned 18, and Amanda's child support obligation adjusted to $724 per month to Joshua.

81. The Court adopts the amounts determined for Amanda's income and Joshua's income from the temporary order hearing as of July 2023. Joshua's income was based on stipulation, and Amanda's income was determined after a thorough review by the Commissioner. Likewise, the expenses were after a thorough review by the Commissioner. Therefore, the original numbers for child support and alimony are affirmed as of July 2023.

82. The Court also adopts the Commissioner's determination of reasonable expenses for Amanda and Joshua. There has been no basis to adjust reasonable expenses from July 2023 until the trial. At trial, different numbers were presented and the court has adjusted those numbers outlined herein.

83. During the pendency of the case, there is a basis to make an adjustment to Joshua's imputed income. In the Temporary Support Order, the Commissioner stated that she accepted the stipulated amount of minimum wage income but found "Joshua is capable of making much more and needs to get out into the workplace and find a way to support himself." Temporary Support Order, ¶13. Joshua did not do as the Commissioner instructed. Eight months later, Kourtney Layton issued her report dated March 8, 2024. It found Joshua had a reasonable, low- end ability to make a yearly salary as a real estate agent of $33,000-41,000, as a carpenter of $38,000 - $42,000 or as a general contractor of $49,000-$80,000. Averaging those three options very conservatively, Joshua reasonably should have been making a minimum of $40,000 per year as of September 2024 and imputes that amount for purposes of the true up from that time to the time of trial. That imputation results in a monthly gross income of $3,334 and with a 15% reduction for taxes, a net monthly income of $2,833.

84. During the pendency of the case, there is a basis to make an adjustment to Amanda's

income. First, the Court has accepted Amanda's testimony that the real estate market began to restrict and her income was affected. That is clear beginning in 2022 and 2023. Looking at all the years available 2018-2023, the Court finds it is appropriate to adjust Amanda's gross income to the average of those six years: $204,544 per year and a resulting monthly average of $17,046. Reducing her gross income by a 31% tax rate, her average monthly net income was $11,762. The Court will use the same September 2024 date for purposes of this change.

85. Using these numbers, the child support could have adjusted from April 2024. The Court, however, finds it more appropriate to adjust the child support until September, when T.S. is no longer considered for child support. As of September 2025, with the adjustments to the income, Amanda's child support obligation adjusts to $610 per month. See Child Support Worksheet #2.

86. As to alimony, the Court finds Amanda's net income has been reduced to $11,762 and her child support increases to $610 leaving Amanda with a disposable net income of $630 per month and the ability to pay that amount as spousal support/alimony. Amanda's ordered spousal support / alimony is $630 from September 2024 – April 2026.

87. These calculations reflect the following:

	July 2023- April 2024	Sept 2024-April 2026	April 2026 –
Child Support	$134. (Temp Order)	$610 (True-up)	$408 (Trial)
Spousal support	$2,083	$630	$800
Total Support Order	$2,217	$1,240	$1,208

88. Based on the findings of the Court regarding the trial and the true-up, the Court declines to find contempt. The numbers are changing significantly and frankly; the Court does not know if and how much has been paid and how much is owed. The attorneys are to verify amounts paid

and calculate what, if any past due amounts exist. Upon verification of these amounts, by stipulation of the parties or further order of the Court, the Judgment awarded to Joshua in paragraph 19 shall be modified to reflect the amount of any overpayment of support (child support and alimony combined) by Amanda or, alternatively, to include the amount of any arrears owed by Amanda for any underpayment of support (child support and alimony combined). For purposes of this calculation, payments shall include only support payments actually made to Joshua under the Temporary Support Order and this Decree from July 2023 through entry of this Decree. Nothing in this paragraph waives or limits either party's right to seek relief under Rule 52(b) or Rule 59 of the Utah Rules of Civil Procedure.

89. 2022 Taxes: Amanda confirmed to having filed the parties' 2022 taxes in August of 2023. Amanda then apparently amended the 2022 taxes in February 2024. Joshua denied being aware of or consenting to the amendment of the 2022 taxes. Regardless, the amended tax filing improved the parties' return to a total return of $13,049. Both parties testified that Amanda kept the entirety of the return. Whereas this return was a marital entitlement received after the parties' separation, Judgment shall enter in Joshua's favor for one-half of the amount of the return, or $6,524.50.

90. 2023 Taxes: The parties also testified to Amanda having apparently filed the parties' 2023 taxes as joint-married. Considering these taxes were filed as joint-married, with Amanda testifying a refund was awarded, Amanda shall provide Joshua with a copy of the 2023 taxes within seven (7) days of entry of these Findings of Fact and Conclusions of Law. The refund awarded per the tax filing shall be divided equally between the parties, with Judgment to enter in Joshua's favor for one-half of the return.

91. Outstanding and Future Tax Filings: The parties will file any outstanding taxes for prior years as they may agree based on the framework below. Commencing with the 2026 tax filing, the parties will file taxes separately. Pursuant to Utah Code Ann. § 81-6-210, and in consideration of the award of custody and child support, the parties will equally share the ability to claim minor children for tax purposes.

92. Neither party may file taxes or amend taxes using the other party's name or signature without that party's prior express written consent.

93. In the absence of an agreement for filing past tax years, and/or should either party opt to file for said years as married filing separate, then each party may claim one of the minor children for tax purposes, if applicable. If only one child is available to claim for tax purposes for a particular year, then Amanda may claim the child for odd numbered years, and Joshua may claim the child for even numbered years.

94. For 2026 tax years and onward, and pursuant to Utah Code Ann. § 81-6-210(4) a parent who is not current on all child support obligations as of December 31 of any year should be prohibited from claiming the minor child for tax purposes, thereby permitting the other parent to claim the minor child for tax purposes.

95. Pursuant to Utah Code Ann. § 81-6-210(5), a parent may not claim a minor child for tax purposes unless the award will result in a tax benefit to that parent.

96. The Court orders that the attorneys meet and confer regarding this within 30 days. The Court also orders that Amanda's counsel provide a Decree of Divorce consistent with these findings for the Court to sign that includes any offsets and judgments consistent with these findings of fact and conclusions of law.

97. Attorney Fees. Joshua's proposed findings concede each party should bear their respective attorney fees and costs. With that, the Court will not analyze this issue further.

98. Name Change. Amanda may return to her maiden name, Williams, if she so chooses.

99. Compliance. The parties will sign all documents necessary to carry out the Court's order. The parties will timely title and otherwise perform all other necessary actions to comply with the Court's order. Failure to comply in a timely matter will cause the matter to return to court for review. Disobedience will subject the offending party to sanctions, possible attorney fees, and may issue a judgment for refusal to convey title, interest, or equity per the Court's order.

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

SIGNATURE OF COURT TO APPEAR AT THE TOP OF PAGE ONE

APPROVED AS TO FORM

/S/Lacee M. Whimpey
Aaron R. Harris
Lacee M. Whimpey
Attorneys for Petitioner
Signed electronically with permission by
Jacob K. Cowdin on 11.2.26

NOTICE

Please take notice that pursuant to Rule 7(j), of the Utah Rules of Civil Procedure, a copy of the foregoing document has been served to you in accordance with the Certificate of Service below. This document will be signed and entered by the Court unless objected to within seven days from the date below on the Certificate of service. Any objections must be filed prior to that time and served upon counsel.

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of October 2026, I caused a true and correct copy of the foregoing proposed order to be served via email to:

Aaron R. Harris
Lacee M. Whimpey
Attorneys for Petitioner

/S/Loyola D. Padilla
Paralegal