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Attorneys for Courtney Jensen – Petitioner

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| IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH | |
| In the Matter of the Marriage of: COURTNEY JENSEN and BRONWYN JENSEN. | DECREE OF DIVORCE Civil No.: 244402648 Judge ROGER GRIFFIN Commissioner Marla Snow |

This matter comes before the Court for final entry of a Decree of Divorce. The parties have stipulated to the Order, and the Court now enters the Decree of Divorce as follows:

DECREE OF DIVORCE

Jurisdiction and Grounds

1. At least one of the parties is a bona fide resident of Utah County, State of Utah, and has been for at least three months immediately prior to filing this action.
2. The parties were married on September 14th, 2019, in Provo, Utah, and are currently married. The parties separated on or about June 14th, 2024.

3. The parties have experienced irreconcilable differences that prevent the parties from pursuing continuing their marriage.

Child

4. The parties share one minor child born as issue of this marriage: E.D.J. born August 2021.

Child Custody Jurisdiction

5. The parties' minor child currently resides at 315 N 985 W, Orem, UT, 84057. The child has resided in Utah for at least six (6) months.

6. Utah has jurisdiction to make custody determinations for the child in that Utah is currently the minor child's home state.

Rule 100 Notice

7. Neither party has participated in any other known and pending proceeding concerning the custody of or visitation with the child.

8. Neither party has knowledge of any person who has physical custody of the child or who claims rights of legal custody or physical custody of or parent time with the child except for the parties in this matter.

9. Neither party has knowledge of any pending proceeding that could affect this matter, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions.

Legal Custody

10. The parties shall be awarded Joint Legal Custody of the minor child pursuant to the Parenting Plan, below.

Physical Custody

11. The parties shall be awarded Joint Physical Custody of their minor child, with Courtney being awarded 40% of the overnights, as outlined in the Parenting Plan, below.

PARENTING PLAN

12. **Legal Custody:** The parties shall exercise Joint Legal Custody of the minor child. The parent with whom the child is then located shall make day-to-day decisions involving the child and shall make emergency decisions affecting the health or safety of the child. Significant legal decisions including without limitation health, education, and religious upbringing shall be discussed in advance in attempt to reach an agreement. If parties are unable to reach an agreement, they shall consult with an expert in the area in question, if possible. If parties are still unable to reach an agreement, and if time permits them, they may attend mediation, otherwise, parties may bring the matter to the Court for a final decision.

13. **Physical Custody:** The parties shall exercise Joint Physical Custody of the minor child, with Courtney receiving 40% of the parent-time and Bronwyn receiving 60% of the parent-time. The parties' parent-time shall be as the parties agree, and shall continue to be arranged to accommodate the work schedules of the parties. The present

parent-time schedule is outlined herein, and shall remain as follows, unless parties agree otherwise in writing:

- a. Every week, Courtney will begin her parent-time each week on Saturday at 4:00 p.m. with Bronwyn dropping the child off to Courtney. Courtney then will drop the child back off to Bronwyn on Tuesday at 11:00 a.m.
- b. Every week, Bronwyn will then have the child from Tuesday at 11:00 a.m.. until Saturday at 4:00 p.m. when Bronwyn drops the child off to Courtney.

14. **Holidays:** The parties shall exercise holiday parent time as they agree or pursuant to Utah Code Ann. § 81-9-303 with Courtney designated as the custodial parent solely for the purpose of the holiday rotation.

15. **Summer/Extended Parent Time:** The parties shall continue exercising parent-time with the child as set forth in Paragraph 13. Each party will be entitled to two weeks of Extended Summer Parent-Time. In even years, Courtney shall designate the days that she intends to exercise her Summer Parent-Time by May 1st and Bronwyn shall designate the days that she intends to exercise her Summer Parent-Time by May 15th. In odd years, Bronwyn shall designate the days that she intends to exercise her Summer Parent-Time by May 1st and Courtney shall designate the days that she intends to exercise her Summer Parent-Time by May 15th. Failure of either party to timely designate their intended Summer Parent-Time does not waive the right to a Extended Summer Parent-Time, it merely means that the other party may potentially designate their Extended Summer Parent-Time first.

16. **Transportation:** Unless otherwise specified herein, parent-time exchanges shall occur as agreed upon by the parties. The parties shall cooperate and remain flexible regarding pick-up and delivery times, keeping in mind the importance of punctuality. If a parent is unavailable to transport the child, they may designate a suitable individual for the task. However, they must inform the other parent of this person's name and contact information.

17. **Out-of-State Travel:** If either party wishes to take the minor child outside the State of Utah, they shall, if possible, inform the other party 30 days in advance. Additionally, they shall provide the travel itinerary and arrange for maintaining reasonable contact during the trip. Both parties shall cooperate in obtaining a passport and signing any necessary documentation for the minor child if required for travel. The passport shall be shared between the parties. The last party to have traveled with the child shall retain and safeguard the passport until it is requested for travel. Neither party may withhold the passport from the other.

18. **Education Plan:** Bronwyn's home shall be designated as the primary residence of the child for purposes of identifying the appropriate school.

19. **Education Expenses:** In addition to any child support obligation, both parties shall be equally responsible for any and all necessary and required public school fees.

20. **Communication/Exchange of Information:** The child shall not be requested to carry messages between the parents. The parties shall communicate with

each other via text or email, and by telephone when necessary. The parties shall share all information about the child regarding special events, homework assignments, parent/teacher meetings, report cards, medical events and prescriptions that the other parent may not have access to.

21. **Maintaining Contact:** Regardless which parent the child is with at any given time, each parent shall make an effort to have the child contact the other parent as frequently as is reasonably requested or as desired by the child.

22. **Relocation:** If either party intends to relocate more than 50 miles from the other party, the parties shall follow the process outlined in Utah Code Ann. § 81-9-209.

23. **Extracurricular Activities and Sports:** The parties shall equally share the cost of any extracurricular activity to which they mutual agree in writing (including by text). Should the parties agree to enroll the child in an extracurricular activity, they shall both support the child and coordinate efforts to ensure that the child attends and participates in the activity regardless of who is exercising parent-time at that time. Should either parent desire to enroll the child in other extracurricular activities without the agreement of her co-parent, she may do so, but shall be solely responsible for the cost thereof and the other co-parent shall have no legal obligation to facilitate the activity during her parent-time.

24. **Disparaging Remarks:** Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging or disrespectful terms and shall prevent third parties, and the child from doing so as well.

25. **Special Considerations:**

- a. Both parents shall have access directly to all school reports including school reports and medical records.
- b. Both parents shall be listed as “emergency contacts” for medical emergencies with any school, daycare, or any other such providers.
- c. Both parents shall be allowed to access the child at school and shall be able to check the child out of school for any appropriate reason.
- d. Each parent shall provide the other with her current address and telephone number within 48 hours of any change.
- e. The parties shall refrain from using any form of corporal punishment. Additionally, they shall consult with each other if they encounter discipline issues and strive to create consistency in house rules and discipline techniques.
- f. The parties shall notify one another of any illness that the child has. They shall also keep one another informed of any medications prescribed for the child, as well as any scheduled appointments with medical, dental, or mental health professionals.

- g. Neither party shall enroll the child in services such as counseling without first notifying the other parent of the need for such a service and involving the other parent in choosing the professional who shall see the child. If a party makes the first contact with such a professional, they shall provide that person with the name, address, and telephone number of the other parent.
- h. In the event of a medical emergency, each party shall make every effort to contact and consult with the other party but shall be entitled to make necessary decisions until both parties are available. Such efforts shall include every means at the party's disposal, including calls to work, home, and cell phone, as well as leaving messages at all such numbers, and at the homes of relatives in order to make sure the other parent knows about the medical emergency.

26. **Resolving Disputes:** When disputes occur, the parties shall attempt to resolve those disputes before resorting to any other process and meet with experts in the areas of disagreement, as necessary. Either party may bring the matter to the Court if they are unable to resolve the disputes after first attempting to resolve the issue. Parties may attend mediation, if they are in agreement.

27. **Violation of Parenting Plan:** If either parent fails to comply with a provision of this Parenting Plan, the other parent's obligations under the Parenting Plan or final Decree of Divorce shall not be affected.

END OF PARENTING PLAN

Child Support

28. Courtney is employed at Trader Joe's and grosses \$12,083 per month.
29. For the purpose of calculating child support Bronwyn shall be imputed minimum wage as her income.
30. Courtney shall pay child support to commence February 1, 2025. Parties agree that there are no child support arrearages.
31. Using a joint custody worksheet, with Courtney having 145 overnights and Bronwyn having 220 overnights, Courtney shall be ordered to pay \$908 per month for the support of the parties' minor child.
32. The support of the minor child shall continue until said child becomes 18 years of age or have graduated from high school during the child's normal and expected year of graduation, whichever occurs later.
33. On or before the fifth (5th) of each calendar month, Courtney shall pay one-half of the monthly child support amount directly to Bronwyn by depositing said amount into a bank account opened and maintained by Bronwyn or otherwise transferring said amounts via venmo with a notation indicating payment is child support. The second payment of one-half of the monthly child support amount shall be paid on or before the 20th of each calendar month.
34. If either party decides that they want the Office of Recovery Services (hereinafter referred to as "ORS") to collect Child Support, Child Support shall be paid

one half on or before the 5th day of each month, and the other half on or before the 20th day of each month.

Health Care Coverage and Medical Costs

35. If health care coverage for the benefit of the minor child is available to a party at a reasonable cost, that party shall be required to maintain said health care coverage. Courtney presently has health care coverage for the minor child through her work, and will continue to keep the insurance coverage for the child, as long as it is available to her at a reasonable cost.

36. If health care coverage for the benefit of the minor child is available to both parties at a reasonable cost, the parties shall be free to choose either available plan on which to enroll the minor child. If the parties determine that they shall each provide health coverage for the minor child, they shall each be responsible for their own premiums.

37. Both parties shall equally share the out-of-pocket costs of the health care coverage actually paid by a parent for the child's portion of health care coverage.

38. Both parties shall equally share all reasonable and necessary uncovered and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor child, and actually paid by the parties.

39. The parent ordered to maintain health care coverage shall provide verification of health care 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 child, and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent or the Office of Recovery Services, of any change of health care coverage, insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

40. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

41. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with this section.

42. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Childcare Expenses

43. Both parties shall equally share the reasonable work-related or career or occupational training related childcare expenses.

44. Both parties shall begin paying her share of care expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

45. The parent who incurs care expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider, and thereafter on the request of the other parent. The parent shall notify the

other parent of any change of childcare provider or the monthly expense of care within 30 calendar days of the date of the change.

46. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

47. The parent to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Debts and Obligations

48. Both parties shall assume and pay and hold the other harmless from liability on all debts and obligations incurred by the parties after their date of separation, June 14th, 2024.

49. Each party shall assume and pay all debt held in their individual names. The parties have no known outstanding joint debts or obligations.

Financial Assets

50. During the course of the marriage the parties acquired financial assets, including, but not limited to, joint and separate checking, savings, cryptocurrency, and investment accounts.

51. Each party shall be awarded all such assets in their own name free and clear of any claim by the other party, and the parties shall equally divide any remaining joint assets.

52. Each party shall remove the other's name from any financial, credit, or other account awarded to her.

Retirement Accounts, Pensions, and Related Assets

53. During the course of the marriage, Courtney acquired a 401(k) retirement account. Each party is entitled to $\frac{1}{2}$ of the retirement account. If a division of the account(s) is required, the parties shall equally divide and pay the fees required to prepare Qualified Domestic Relations Order(s) ("QDRO") necessary for effectuating the division of said assets. The parties shall use Rori Hendrix or another agreed upon attorney to prepare any needed QDRO. Each party shall cooperate and provide any needed documents or information to facilitate this process.

Personal Property

54. During the course of the marriage, the parties acquired certain items of personal property.

55. Courtney shall be awarded the 2018 Toyota Prius C automobile, subject to any and all financial obligation associated therewith, and free from any claim of interest by Bronwyn.

56. Bronwyn shall be awarded the 2008 Honda CRV automobile, subject to any and all financial obligation associated therewith, and free from any claim of interest by Courtney.

57. All remaining personal property shall be divided as the parties agree.

58. The parties shall assume any debts and obligations related to any property she is awarded and shall indemnify and hold the other harmless from the same.

59. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

Real Property

60. During the course of the marriage, the parties acquired certain real property located at 315 N 985 W, Orem, UT, 84057. The home shall be listed for sale on February 1, 2025, unless otherwise agreed upon in writing.

- a. The parties shall employ a mutually agreeable real estate agent to list for sale the marital home.
- b. The marital home shall be listed at fair market value, and the sale thereof shall be an arms-length transaction.
- c. If the parties cannot agree upon the fair market value at which to list the marital home, they shall defer to an asking price recommended by their real estate agent.
- d. Once the marital home is listed for sale, the parties shall accept any offer if, after any buyer-requested concessions, the net value of the offer is no less than two percent (2%) below the asking price. The parties must otherwise mutually agree in writing before accepting any other offer that is more than two percent (2%) below the then-existing asking price for the property.

- e. The parties will follow the recommendations of the realtor regarding any reductions in list price, until an offer is accepted and the marital home is “under contract.”
- f. After satisfying any concessions, realtor fees, other sale-related expenses, and the outstanding mortgage, the proceeds from the sale of the marital home shall be distributed equally to the parties and each party shall be entitled to 50% of the net proceeds.

61. Until the home is sold, Bronwyn will be awarded the home, as her residence. Courtney shall continue to pay the mortgage and utilities for the home until the home is sold.

62. Once the home is sold, the equity shall be equally divided by the parties, after realtor fees and costs are paid and the mortgage paid in full.

63. Both parties shall execute any necessary documents for the effectuation of these real property provisions. In the event a party fails to execute said documents, the other party may submit an ex-parte motion, pursuant to Rule 70 of the Utah Rules of Civil Procedure, and the Court may direct the Clerk of the Court to execute said necessary documents.

Alimony

64. Courtney shall pay to Bronwyn alimony beginning in the month after the home is sold, and shall pay it until July 31, 2026 or until Bronwyn marries, cohabitates, or dies.

65. Courtney shall pay alimony in the amount of \$2,300 per month.

Personal Conduct

66. Both parties shall be restrained from bothering, harassing, annoying, threatening, or harming the other at the other place of residence, employment or any other place. Both parties shall be civil and respectful in their communications with one another.

Taxes

67. For the year of 2024, the parties will file jointly. Any refund will be awarded to Courtney.

68. For the year of 2025, Courtney shall be entitled to claim the minor child on her Federal and State income tax return. Any refund shall be awarded to Courtney and any liability shall be the responsibility of Courtney to pay. Thereafter, Courtney shall be entitled to claim the minor child on her Federal and State income tax return in odd years.

69. For the year of 2026, Bronwyn shall be entitled to claim the minor child on her Federal and State income tax return, unless she is not required to file taxes. Any refund shall be awarded to Bronwyn and any liability shall be the responsibility of Bronwyn to pay. Thereafter, Bronwyn shall be entitled to claim the minor child on her Federal and State income tax return in even years.

70. If, at any point, either party is not required to file Federal and State income taxes, the other party shall be entitled to claim the minor child on her Federal and State income tax return.

71. The parties shall each execute any necessary tax forms to enable the other to claim said child tax credits.

72. Courtney shall be required to remain current on all child support obligations by December 31st by a given year to claim a child in that tax year (including base child support, health care and medical expenses, and work and occupational related childcare costs).

Attorney's Fees

73. Each party shall be responsible for her own attorney's fees in this matter.

Other

74. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree of Divorce.

75. 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.

76. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

*****END OF DOCUMENT**

COURT SIGNATURE AND DATE APPEAR AT TOP OF FIRST PAGE***

APPROVED AS TO FORM:

Dated: February 7th, 2025

/s/ Brittany Skinner

Brittany Skinner
Attorney for Bronwyn Jensen

**Electronically signed by
Joanie K. Low with permission
of Brittany Skinner*

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above Order was served by being emailed on the 30th day of January 2025 to the following parties. Notice of objections to this Order must be submitted to the Court and counsel within seven (7) days after service. Shall no objections to this Order be submitted to the Court and counsel within seven (7) days after service, this Order shall be presented to the Court for entry and signature.

Brittany Skinner
Attorney for Bronwyn Jensen

JR LAW GROUP, PLLC

/s/ Joanie K. Low
Joanie K. Low
Attorney for Courtney Jensen

CERTIFICATE OF SERVICE

I hereby certify that on January 30th, 2025, I caused a true and correct copy of the foregoing (proposed) **DECREE OF DIVORCE** to be sent by the method indicated below to the following:

E-MAIL:

Brittany Skinner
Attorney for Bronwyn Jensen

/s/ Owen Kendall

Owen Kendall
Paralegal for JR Law Group, PLLC