

The Order of the Court is stated below:

Dated: July 20, 2024  
06:31:05 PM

/s/ KEITH KELLY  
District Court Judge



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<b>IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH</b>	
<b>In the matter of the marriage of</b>  <b>JENNIFER JEAN MORRIS,</b> <b>Petitioner,</b>  <b>and</b>  <b>JUSTIN ALAN MORRIS,</b> <b>Respondent.</b>	<b>DECREE OF DIVORCE</b>  Civil No. 244900962  Judge Keith Kelly Commissioner Michelle Blomquist

The above-captioned matter came before the Court on a *Verified Complaint for Divorce*, filed February 16, 2024. Jennifer Jean Morris (hereinafter referred to as “Jennifer”), and Justin Alan Morris (hereinafter referred to as “Justin”), entered into a *Stipulation and Property Settlement Agreement and Parenting Plan* (the “Agreement”), filed May 31, 2024, which resolved all issues between them. The Court, having reviewed the pleadings on file, and good cause appearing therein, entered its *Findings of Fact and Conclusions of Law*. Now fully informed, the Court hereby

**ORDERS, ADJUDGES, AND DECREES:**

1. The parties entered into the Agreement freely and voluntarily and did so with the advice of their counsel and the parties desire the Agreement to be binding upon them.

2. **Jurisdiction.** The parties are both bona fide residents of South Jordan City, Utah and have been residents of Utah for more than three (3) months making jurisdiction and venue proper in Utah pursuant to Utah Code §78B-3-205.

3. **Marriage Statistics.** Jennifer and Justin were married on October 24, 2009, in Ogden City, Weber County, State of Utah.

4. The parties separated and have been living in separate residences since May 1, 2024.

5. **Grounds.** The parties are presently married and irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible, and they are both entitled to a divorce.

6. Neither party is in the military nor served in the military during their marriage.

7. **Divorce.** The parties shall be granted a Decree of Divorce, final upon entry, severing the bonds of matrimony existing between them, upon the grounds of irreconcilable differences. The Decree of Divorce shall incorporate the terms of the parties' Agreement.

8. **Minor Children.** During the marriage, three minor children were born to wit: M.A.M., born January 2014, T.J.M., born March 2018, and L.C.M., born March 2018. No other children are expected. The minor children have resided in Utah for at least six (6) months and no other court has jurisdiction over these children; therefore, Utah has jurisdiction over the children pursuant Utah §78B-13-101, *et. seq.*

9. **Custody and Parent-Time.** The parties shall be awarded joint legal custody and physical custody.

10. It is in the best interest of the minor children that the parties share parent-time on a 2/2/5 schedule with Justin having Mondays and Tuesdays and Jennifer having Wednesdays and Thursdays with the minor children and the parties alternating the weekends (Friday/Saturday/Sunday). The parties shall exchange the children at school or at 8:30 a.m. if school is not in session.

11. **Holiday Parent-Time.** The parties shall cooperate to share holiday time as they can agree; if they cannot agree, then they shall adopt Utah Code §30-3-35.1 with Justin identified as the custodial parent for purposes of holiday time only. The holiday parent-time calendar is included for reference as follows:

**Holiday Parent-Time Schedule**

<b>Holiday</b>	<b>Holiday Time Period</b>	<b>Years Justin is Granted Holiday</b>	<b>Years Jennifer is Granted Holiday</b>
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 child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years

Mother's Day	<p>1) Holiday begins on Mother's Day at 9 a.m.</p> <p>2) Holiday ends on Mother's Day at 7 p.m.</p>	All years if noncustodial parent is the mother or other parent designated in the order.	All years if custodial parent is the mother or other parent designated in the order.
Father's Day	<p>1) Holiday begins on Father's Day at 9 a.m.</p> <p>2) Holiday ends on Father's Day at 7 p.m.</p>	All years if noncustodial parent is the father or other parent designated in the order.	All years if custodial parent is the father or other parent designated in the order.
Labor Day	<p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following Labor Day; or</p> <p>(b) at 8 a.m. on the day following Labor Day if there is no school.</p>	Odd years	Even years
Independence Day	<p>(1) Holiday begins on July 3rd at 6 p.m.</p> <p>(2) Holiday ends on July 5th at 6 p.m.</p>	Odd years	Even years
Pioneer Day	<p>(1) Holiday begins on July 23rd at 6 p.m.</p> <p>(2) Holiday ends on July 25th at 6 p.m.</p>	Even years	Odd years
Fall Break	<p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following the end of fall break; or</p> <p>(b) at 8 a.m. on the day following the end of fall break if there is no school.</p>	Even years	Odd years
Halloween	<p>(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:</p> <p>(a) at the time that school is dismissed; or</p> <p>(b) at 4 p.m. if there is no school.</p> <p>(2) Holiday ends at 9 p.m. on the same day the holiday begins.</p>	Even years	Odd years
Thanksgiving	<p>(1) Holiday begins on Wednesday at:</p> <p>(a) 6 p.m.; or</p> <p>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.</p>	Even years	Odd years

	(2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.		
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m.; 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 years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

1. If a holiday falls on a regularly scheduled school day, the party exercising parent-time shall be responsible for the children's attendance at school for that school day.

2. **Summer Parent-Time.** Each party shall be allowed to have up to two (2) weeks of extended parent-time with the minor children during the summer, which may be consecutive. Each party shall provide notification to the other party of the party's plans for exercising parent-time for summer break. In odd-numbered years, Jennifer shall provide notice to Justin of her summer parent-time block by March 1<sup>st</sup> and Justin shall provide notice to Jennifer of his summer parent-time block by March 15<sup>th</sup>. In even numbered years, Justin shall provide notice to Jennifer of his summer parent-time block by March 1<sup>st</sup> and Jennifer shall provide notice to Justin of her summer parent-time block by March 15<sup>th</sup>. If either party fails to provide notification within these time periods, the complying party may determine the schedule for summer break for the non-complying party. If both parties fail to provide notice within these time periods, the first

party to provide notice may determine the schedule for summer break for the other party after March 15<sup>th</sup>. The two consecutive weeks of uninterrupted parent-time described above take precedence over all holidays except for Mother's Day and Father's Day.

3. **Counseling.** The minor children would benefit from individual therapy, and the parties shall work together to select a therapist who is a good fit for the minor children's needs and is covered by insurance. The parties shall follow up on a referral/recommendation from the school to Greenhouse for counseling for the children and see if this is a good fit, but the goal is to find therapy for the children that is covered by insurance. Each party shall be entitled to participate in therapy as directed by the therapist. Each party is permitted to communicate with the therapist about any concerns that she or he may have about the minor children. The therapist will direct the frequency of the therapy and the participation of the parties in the therapy with the minor children, as necessary.

4. **Parenting Plan.** The parties shall adopt the following parenting plan:

- a. The objectives of this parenting plan are to: (a) provide for the children's physical care; (b) maintain the children's emotional stability; (c) provide for the children's changing needs as they grow and mature in a way that minimizes the need for future modifications to the parenting plan; (d) set forth the authority and responsibilities of each parent with respect to the children consistent with definitions outlined in Utah Code §30-3-10.9; (e) minimize the children's exposure to harmful parental conflict; (f) encourage the parents, where appropriate, to meet the responsibilities to their minor children through

agreements in the parenting plan rather than relying on judicial intervention; and  
(g) protect the best interest of the children.

- b. The parents shall cooperate to promote the following goals: maintaining a loving, stable, consistent, and nurturing relationship with the children, attending the daily needs of the children, such as feeding, clothing, physical care, grooming, supervision, health care, day care, and engaging in other activities which are appropriate to the developmental level of each child and that are within the social and economic circumstances of the family; attending to adequate education for the children, including remedial or other education essential to the best interests of the children; assisting the children in developing and maintaining appropriate interpersonal relationships; exercising appropriate judgment regarding the children's welfare, consistent with their developmental level and family social and economic circumstances; providing for the financial support of the children; and maximizing the continuity and stability of each child's life.
- c. The parents shall be entitled to alter their parent-time schedule as they mutually agree, and such changes are preferable to seeking judicial resolution of issues. In developing and coordinating schedules, the parents shall be guided by the objectives of allowing each parent to develop and maintain a meaningful relationship with each child, providing the children with a stable environment, accommodating the children's school and other schedules, and cooperating to accommodate both parents' employment schedules. Special consideration shall be

given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the children or in the life of either parent which may inadvertently conflict with the regular parent-time schedule, although neither parent shall be permitted to intrude upon the other parent's parent-time without a written agreement.

- d. Parental care is preferable to surrogate care. Each parent is afforded the first right of refusal to provide parental care for the children during the other parent's regularly scheduled parent-time if the other parent is unavailable to personally provide parental care for an overnight period, so long as the parent wishing to exercise the right of first refusal provides all transportation. Each parent shall be under an affirmative obligation to give the other parent at least seventy-two (72) hours advance notice if he or she will be unable to personally provide parental care for the children overnight, and the other parent shall be under affirmative obligation to respond promptly to such offers. Scheduling a sleepover with the children's extended family and/or peers does not trigger the right of first refusal. Both parents shall be reasonable, cooperative, and communicative, respecting the right of first refusal.
- e. Each parent shall have free and open access to all information regarding each child, including medical records, school records, mental health records, ecclesiastical records, etc. This means, among other things, that both parents shall



be fully entitled to contact the children's schools, doctors, therapists, daycare providers, church leaders, etc. to obtain information about each child.

- f. The parents shall notify one another within twenty-four (24) hours (or as soon as possible) of receiving notice of all significant school, social, sports, and community functions in which the minor children are participating or being honored (unless the parents both receive notification directly and each parent shall be able to obtain any such information directly) and both parents shall be entitled to attend and participate fully. Notwithstanding the foregoing, each parent has an affirmative duty to register or otherwise sign-up for any school email notices, extracurricular information, or the like from the provider or school directly whenever possible.
- g. The parents shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the children's emotional needs, accomplishments, and other information appropriate to share with the other parent.
- h. Communication shall be between the parents only and shall not involve third parties. Communication between the parents shall be brief and succinct regarding the minor children, their needs, and/or parent-time changes.
- i. Each parent shall provide the other parent with his or her current address, telephone number, and email address, and to notify the other parent of any changes to his or her current address, telephone number, or email address within

twenty-four (24) hours of any change.

- j. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent, and to provide the other parent with the name, current address, and telephone number of all surrogate care providers.
- k. The parents shall minimize the children's exposure to parental conflict. Child exchange times shall be without tension or contention for each child's benefit. The parents shall be courteous and respectful when exchanging the children, and to defer discussing any disputes until a time and place outside of the children's presence.
- l. The parents shall be prohibited from directly or indirectly using any of the children as a means of communicating with each other, or otherwise placing any of the children in the middle of any disputes between the parents.
- m. The parents shall be prohibited from disparaging one another to any of the children or in the presence of any of the children or allowing others to do the same. The parents shall not make negative remarks about each other in front of the children and shall not tolerate negative remarks made by others. Each parent shall be required to remove the children from the presence of any third party who is disparaging the other parent to the children, or in front of the children.
- n. Neither parent shall expose the minor children to inappropriate adult materials or transient romantic relationships or illegal drugs, domestic violence or individuals

who are impaired by alcohol or drugs.

- o. Each parent shall be entitled to reasonable, unmonitored, and uncensored virtual parent-time to include telephone, text message, email, and webcam or other digital contact with the children when they are with the other parent, provided the contact is not particularly time-consuming nor intrusive upon the other parent's parent-time.
- p. The parents shall share the obligation to transport the minor children for parent-time. Transportation shall be provided as the parties may agree. If the parties cannot agree, the parent who is to begin parent-time shall retrieve the minor children from the other parent's home, or from school or childcare. When dropping off or picking up the minor children for parent-time, the parents shall park curbside, or at the end of the driveway, in full view of the other parent's front door so that the minor children can see their parent is there to pick them up and the parents can observe the minor children getting into the other parent's car safely.
- q. Neither parent shall transport the minor children or exercise parent-time if he or she is impaired by alcohol or drugs. A stepparent, grandparent, or other responsible adult designated by either parent may pick up the children for parent-time if the other parent is aware of the identity of the individual and the parent will be with the children by 7:00 p.m. on the same day.
- r. For emergency purposes, whenever the minor children travel with either parent,

all the following shall be provided to the other parent: (a) an itinerary of travel dates; (b) destinations; (c) places where the minor children or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the children's location.

- s. Either parent may travel outside the state of Utah or internationally without permission from the other parent, so long as they give the other parent written notice at least four (4) weeks in advance for international travel and two (2) weeks in advance for out-of-state travel. If the travel is required due to an emergency, the parent intending to travel with the minor children shall provide the other parent with the required travel information immediately upon obtaining the information.
- t. The parents shall cooperate to obtain passports for the minor children. The parents shall cooperate to obtain the passport paperwork and to execute the paperwork. This shall also happen any time the passports need to be renewed or replaced for any reason. The parents shall cooperate in providing the passports to the other parent as needed for travel with the minor children. The parents shall follow the CDC and State Department recommendations regarding travel with the minor children. The parent traveling internationally with the minor children shall provide the following information to the other parent at least four (4) weeks in advance of the travel or immediately upon obtaining the information in the event of an emergency: (a) an itinerary for travel with dates; (b) flight numbers; (c) hotels or Airbnb arrangements; and (d) contact information in the country where

they will travel.

- u. If either parent relocates more than one hundred fifty (150) miles from their current residence, the parents shall adopt the relocation statute pursuant to Utah Code §30-3-37. Each parent shall be obligated to provide one another a minimum of sixty (60) days' advanced written notice if he or she plans to move out of the state or more than seventy-five (75) miles from Salt Lake County, Utah.
- v. Each parent shall be entitled to make decisions regarding the day-to-day care and control of the children while that parent is exercising parent-time. If an emergency arises affecting the health or safety of one or more of the children, the parent exercising parent-time shall have the authority to make emergency decisions affecting the health or safety of the children. That said, the parent exercising parent-time during an emergency shall use his or her best efforts to immediately inform the other parent of the emergency and to advise and consult with the other parent regarding emergency medical treatment of the children.
- w. Joint legal custody means that regarding parental decisions other than day-to-day issues, the parents need to cooperate with one another in a reasonable co-parenting fashion. The parents shall advise and consult with one another in good faith regarding: (a) the children's health and non-emergency medical, dental, and psychological treatment for the children, including the selection of professionals and procedures; (b) the children's education and schooling, including where the children attend school; and (c) all other major parental

decisions for the children. This process shall include each parent researching the pertinent issues, and reasonably incorporating the advice of relevant professionals such as the children's physicians, teachers, and counselors. If, after advising and consulting with each other as provided above, the parents cannot agree on an important decision regarding the children, the parents shall participate together in mediation as soon as possible to resolve the matter per the mediation process described in the next paragraph; neither party shall have a final say.

- x. In the event of any future dispute or disputes between the parents, including a motion to enforce any orders or a petition to modify custody or parent-time, the parents shall be obligated to mediate in good faith with a mutually agreed upon neutral mediator. Mediation shall occur prior to any court hearing, except in emergency situations requiring immediate orders to protect the children. The parents shall equally share the mediator's fee. If the parents cannot agree on a mediator, the Court shall appoint a mediator. Any agreements reached at mediation shall be reduced to writing and signed. If the Court finds that one parent has used or frustrated the mediation process without good cause, the Court shall award attorney fees, costs, and other financial sanctions to the other parent. If a party has made two (2) written requests, via email, for mediation without agreement to mediate from the other party, the requesting party shall be permitted to proceed with the Court process and shall submit proof of the two (2) written requests that were ignored.

- y. The parents shall maintain safe and appropriate sleeping and living accommodations for the minor children.
- z. The parent with the minor children in his or her care shall be responsible for ensuring the minor children's homework and school projects are complete.

### **END OF PARENTING PLAN**

5. **Child Support.** Child support shall be paid by Justin to Jennifer on a joint custody worksheet with Justin having 182 overnights per year. Justin's gross monthly income is \$16,250. Jennifer's imputed full-time gross monthly income is set at \$11,648.00 by stipulation. Based on the parties' incomes on a joint physical child support worksheet, Justin shall pay Jennifer \$362 per month in child support. Child support shall be paid in one lump sum by the 5<sup>th</sup> of each month or in two (2) equal, fifty percent (50%) sums with the first payment paid on or before the 5<sup>th</sup> of each month and the second on or before the 20<sup>th</sup> of each month. Justin shall pay Jennifer by electronic payment, meaning Zelle or Venmo or any other mutually agreed upon method. Child support shall be modified, calculated, and paid pursuant to all provisions of the Utah Child Support Act, Utah Code §78B-12-210, *et. Seq.* This amount may be reduced by Jennifer's one-half pro rata share of the children's portion of health insurance (medical/dental/vision) that Justin pays for the children, subject to verification of the expense.

6. **Health Insurance and Expenses.** In accordance with Utah Code §78B-12-212, insurance for the medical and dental expenses of the minor children shall be provided by the party who can obtain the best coverage at the most reasonable cost. At this time Justin is the party who provides health (medical/dental/vision) insurance and shall continue to do so if it is

the best policy at the best cost for the minor children. The parties may elect to each insure the children if that will benefit them and if so, each party shall solely pay for his or her own premium; otherwise, the parties shall equally share one-half of the cost of the premium paid by the party providing the insurance and it may be added or subtracted from the child support obligation. Any calculation of children's portion of the premium shall be made by dividing the monthly amount paid by the parent by the number of persons covered; each parent shall pay 50% of the children's portion of the premium.

- a. The parties shall share all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the minor children. The party who incurs an expense shall pay for it upfront and provide verification of the expense and its payment to the other party within thirty (30) days of incurring the expense. Verification of any out-of-pocket expense may be sent via a photo through text message or email. The party receiving verification shall then have thirty (30) days to reimburse his or her one-half share of the out-of-pocket or uninsured cost.
- b. If, at any point in time, the minor children are covered by the health, hospital, or dental insurance plans of both parties, the health, hospital, or dental insurance plan of the party with the best insurance shall be primary coverage for the minor children and the health, hospital, or dental insurance plan of the other party shall be secondary coverage for the minor children. If a party remarries and the minor children are not covered by that party's health, hospital, or dental insurance plan



but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent shall be treated as if it is the plan of the remarried party and shall retain the same designation as the primary or secondary plan of the minor children. The parties may change the primary/secondary designation if the other party obtains health insurance that is superior and less expensive than the original primary designee's insurance.

- c. In addition to any other sanctions provided by the court, a party incurring medical expenses shall be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with a timely exchange of receipts/verification of the expenses for reimbursement.
7. **Childcare.** If there is a need for work-related childcare for the minor children, the parties shall pay for their own childcare during regular parent-time and summer. If there is a need for work-related summer childcare, each parent shall offer the other parent the first right to care for the children before engaging paid-for surrogate summer childcare for any period greater than six (6) hours in any given workday.

8. **Extracurricular Expenses/School Expenses.** The parties shall share the minor children's extracurricular expenses, lessons, summer camps, school expenses such as dances, fees, books, and other expenses as they can agree in advance in writing. Baseball and tumbling are considered agreed upon extracurricular activities; other than those two, a parent shall first advise each other in advance of the costs so a party is not obligated for an excessive or unreasonable expense, but otherwise the parties shall support the minor children in

extracurricular, school, and sports opportunities equally so long as they can do so. The party who incurs an agreed upon extracurricular expense shall pay for it and then provide the verification of the expense and its payment to the other party within thirty (30) days of incurring the expense. Verification of any extracurricular and/or school expense may be sent via a photo through text message or email. The party receiving verification shall then have thirty (30) days to reimburse his or her one-half share of the cost. In addition to any other court sanctions, a party incurring extracurricular expenses shall be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with a timely exchange of receipts/verification of the expenses for reimbursement or disregards the wishes of the other party when incurring an expense, or who fails to obtain reasonable consent prior to incurring the expense.

9. **Cells Phones for the Kids and Texting/Calling the Children.** Over the summer of 2024, each parent shall be entitled to call and speak with the children when the children are with the other parent once each day at 7:00 p.m. each evening to have a short call to discuss their day and check in through the end of August 2024. The parties shall communicate if they will be out of cell phone range or otherwise cannot make the minor children available for said phone call during his/her parent-time. This scheduled telephone call shall be reevaluated at the end of summer when school starts in 2024. The children may contact a parent at any time so long as the contact initiated by the minor child is reasonable and not excessive. Both parents shall be able to access the children's electronics to review for appropriate age/use and websites they are accessing. Justin shall be solely responsible for paying for their eldest child's phone and cost for

the addition to Justin's phone contract. In the future, if the parents agree to buy their children phones, watches or iPad, then they shall share the cost to purchase the item and share the cost to add the children to a phone/data contract; otherwise each party is entitled to obtain their own devices at their own cost for the children and each parent understands that each home is permitted to have their own rules in their home for access/use of such devices.

10. **Alimony.** Justin shall pay alimony to Jennifer in the amount of \$1,364 per month for four years commencing June 1, 2024. Pursuant to Utah Code §30-3-5, alimony shall automatically terminate upon Jennifer's cohabitation with another individual or remarriage, the death of either party or after 48 payments.

11. **Debts.** Justin has his own American Express card with an approximate balance of \$7,500. Jennifer has her own American Express card with a balance of \$4,090.13. Each party shall be solely responsible for his or her own credit card debt. Jennifer and Justin shall defend, indemnify against liability, indemnify against loss, and hold harmless the other party from the same on any debt assigned to Justin or Jennifer. Both parties shall be entitled to provide notice to creditors respecting the division of debts between the parties, including a copy of the formal Divorce Decree and Findings of Fact and Conclusions of Law arising from this petition.

12. **Shared Household Expenses and Real Property.** During the marriage, the parties acquired real property in Utah known as 11669 S. Bluerock Ave., South Jordan 84009. Justin shall be awarded the real property located at 11669 S. Bluerock Ave., South Jordan, Utah 84009. subject to his financing the obligation on the home into his name and paying Jennifer her 50% equity in the home no later than April 30, 2025. To do so, Justin shall obtain an appraisal on

the home by Jerry Webber by March 1, 2025. The parties shall use the March 1, 2025, appraisal and the balance owed on the loan as of April 1, 2025, for the refinance. Justin shall obtain financing to pay off the home loan owed to Laura Baker Jones in the amount owed as of April 1, 2025, and pay Jennifer the 50% equity in the home based on the appraisal minus the loan amount owed on April 1, 2025. Justin shall assume and pay the related debt and liability associated with the home, including the mortgage, insurance, taxes, and HOA fees. Justin shall pay any financing costs himself and, as part of the financing process, Justin shall remove Jennifer's name from the mortgage. If Justin is unable to refinance the home, then the parties shall sell the home with a mutually agreed upon real estate agent with each party receiving one-half of the net sales proceeds. Jennifer shall sign a quitclaim deed to Justin in conjunction with said refinance.

13. **Other Property.** During the marriage the parties also acquired real property in Idaho known as 10336 North End Trail, Felt, Idaho 83424. The parties shall sell the property with a mutually agreed upon agent for fair market value in an arms-length transaction and pay Laura Baker Jones the \$65,000.00 she advanced the parties to buy the property. Any amount over and above \$65,000.00 shall be equally divided by the parties. The parties shall employ their chosen realtor and list the property as soon as possible, but no later than July 1, 2024.

14. **Vehicles.** Jennifer shall be awarded the 2016 Ford Explorer and Justin shall be awarded the 2012 Chevrolet Avalanche. Each party shall be solely responsible for the insurance and maintenance of their own vehicle. In addition, Justin shall be responsible to list and sell the camper RV with the parties using any funds obtained to retire the loan on the RV; if the parties receive any proceeds over and above the loan amount, those funds shall be equally divided.

Justin and Jennifer shall equally share responsibility for the loan, storage, and insurance payments on the R.V. until it is sold. Justin shall make said payments directly, and Jennifer shall reimburse him for her one-half each month until the R.V. is sold. If any vehicle is jointly titled or under joint obligation, the parties shall cooperate to re-title the vehicle or refinance the obligation to remove the party that was not awarded the vehicle from the title or obligation. The parties shall arrange to obtain their own vehicle insurance as well if they have not already done so.

15. **Personal Property.** The parties have already separated and divided some of their personal property. In addition, Jennifer shall be awarded her father's gun, her father's woodworking tools, wedding ring, her scooter, her bike, the children's bicycles, and her climbing gear. Otherwise, each party shall be awarded his or her own personal property, clothing, electronics, or any item that was received by gift or was inherited or received by gift.

16. **Bank Accounts.** No marital accounts require further division based on the agreement. Justin and Jennifer have opened and shall be awarded his or her own separate savings or checking account for which they are named as the account owner.

- a. There are three custodial accounts held for the benefit of the three children at Fidelity (6600, 8533, and 0456). Justin shall continue to maintain the three accounts for the benefit of the children and both parents shall contribute to these accounts as they are able. Justin and Jennifer agree that these accounts shall be used for the children's post-high school education, training, or other needs of the children at that time.

17. **Retirement Accounts.** During the marriage, the parties acquired certain interests

in retirement, pension, and investment plans, as well as stock options with Atomic. Each party shall be awarded one-half of those accounts listed on each party's financial declaration: Fidelity account 2852, Fidelity account 8173; Fidelity 8575; Fidelity 6463, URS pension 3575; Guideline VAXH 401(k); Ascensus account 6128, 109,000 shares of Atomic F1 stock, Empower account 2928; Stanley Retirement plan with Vanguard account 1703; Fidelity cash management account 9942; Fidelity Rollover IRA account 5633; Fidelity Roth IRA account 5047 Fidelity Roth IRA account 0595; Fidelity Rollover IRA account 4081; and the Stanley Consultants stock bonus plan account 8940. The parties may agree to offset these accounts to minimize the number of QDROs that need to be prepared. The parties shall engage Rori Hendrix to prepare the necessary QDROs and/or orders to divide the retirement accounts. The parties shall share the cost to prepare the QDROs. The parties agree to use the date of marriage and the date of entry of the decree of divorce for the date of valuation and division of the retirement funds.

18. **Taxes.** The parties will be divorced in the 2024 tax year and will have to file their 2024 taxes separately. For the 2024 tax year, Jennifer shall be entitled to claim the two (2) youngest children and Justin shall be entitled to claim the eldest child and the mortgage interest deduction for that year on the Bluerock house.

19. **Dependency Exemption.** Each party shall be allowed to claim the eligible children as tax dependents on his or her state and federal taxes beginning with the 2024 tax year. Justin shall be entitled to claim the eldest child in all even years so long as he is current in his child support obligations to Jennifer by December 31<sup>st</sup> of the filing year. Jennifer shall be entitled to claim the two (2) youngest in all even numbered years. In all odd numbered years, Jennifer

shall claim the eldest and Justin shall claim the two (2) youngest so long as he is current in his child support obligations to Jennifer by December 31<sup>st</sup> of the filing year. If Justin is not current in his obligations to Jennifer, then Jennifer shall be entitled to claim all three (3) children on her state and federal taxes. The parties shall cooperate to sign any IRS documents to facilitate their filings. If either party is unable to realize a benefit from claiming the minor children as dependents, then the other party shall be entitled to claim them. When there are two (2) eligible children, the parties shall each claim one (1) child, with Justin claiming T.M. and Jennifer claiming L.M.

20. **Life Insurance.** If Justin has life insurance through his employer, then he shall maintain the policy and name Jennifer as trustee for the children as the beneficiaries so long as Justin has support obligations for Jennifer and the children. Once all support obligations have terminated and the minor children turn eighteen (18) years of age or have graduated from high school, whichever occurs later, then Justin is no longer required to maintain life insurance for Jennifer and the minor children's benefit.

21. **Mutual Restraining Order.** Both parties shall be mutually restrained from harassing and threatening the other party. The parties shall not enter or go into the residence of the other party without permission from that party. Both parties shall be mutually restrained from allowing 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 violations or shall remove the minor children from such circumstances.

22. Neither party shall use the other party's likeness, picture, name, identification, or

credit of the other party to obtain credit, open an account for any service, or obtain any other service.

23. **Family Name.** Jennifer shall be restored the use of her family name, Jennifer Jean Baker, if she desires.

24. **Other Provisions.** The parties understand that if either party owns a life insurance policy or an annuity contract and no changes are made to the policy then the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract unless they subsequently change those designations through their providers.

25. Pursuant to Utah Code §15-4-6.5 the parties are advised:

- a. On the entering of a decree of divorce or separate maintenance of the joint debtors in contract, the claim of a creditor remains unchanged unless otherwise provided by the contract or until a new contract is entered into between the creditor and the debtors individually.
- b. In addition to the creditor's duties as a secured party under Title 70A, Chapter 9a, Uniform Commercial Code – Secured Transactions, and the creditor's duties as a trustee or beneficiary of a trust deed under Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under Sections 30-3-5 or 30-4-3 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by the court order or by other written notice, shall provide to the debtors individually all statements, notices, and



other similar correspondence required by law or by the contract.

- c. Except as provided in Subsection (3)(b), a creditor may continue to make negative credit reports of joint debtors under Section 70C-7-107 and may report the repayment practices or credit history of joint debtors under Title 7, Chapter 14, Credit Information Exchange.
  - d. With respect to a debtor who is not ordered by the court under Sections 30-3-5 or 30-4-3 to make payments on a joint obligation, no negative report under Section 70C-7-107, and no report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of the court's order as required under Subsection (2), unless the creditor has made a demand to the debtor for payment because of the failure to make payments by the other debtor, who is ordered by the court to make the payments.
26. **Attorney Fees and Costs.** Each party shall be responsible for their own costs and fees related to this action. If either party fails to abide by any subsequent orders of this court and the other party is forced to seek court assistance in enforcing those orders, that party shall be awarded attorney fees and costs reasonably incurred.
27. **Mediation.** If future disputes arise related to the party's decree or parent-time, the parties shall engage in mediation before litigation and shall equally share the mediation costs.
28. **Final Documents.** Jennifer's attorney shall prepare the findings, decree and other final documents for entry of the divorce.

29. Both parties shall sign whatever documents are necessary to transfer titles and quit claim deeds or any other documents necessary.

**END OF DECREE OF DIVORCE**

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**\*\* Entered by the Court on the Date and as Indicated by the Court's Seal at the Top of the First Page\*\***

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Approved as to Form:

/s/ Erin J. Dickerson  
Erin J. Dickerson  
*Attorney for Justin Morris*  
*Electronically signed by Melissa M. Bean*  
*with permission from Erin J. Dickerson on*  
*June 10, 2024*

**RULE 7 NOTICE**

**You will please take notice** that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing *Decree of Divorce* will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

Dated this 7<sup>th</sup> day of June 2024.

BEAN FAMILY LAW

/s/ Melissa M. Bean  
Melissa M. Bean  
*Attorney for Jennifer Morris*

**Certificate of Service**

I hereby certify that I caused to be served a true copy of the foregoing **DECREE OF DIVORCE** to be delivered to the following:

Erin Dickerson  
Mary Kate Moss  
*Attorney for Justin Alan Morris*  
Gravis Law, PLLC  
1345 West 1600 North, Suite 201  
Orem, Utah 84057  
**Via the court's electronic filing system.**

DATED this 12<sup>th</sup> day of June 2024.

*/s/ Liberty Stevenson*  
Liberty Stevenson  
*Paralegal to Melissa M. Bean*