

Michelle Fox
{{ data.partyInfoNameLabel }}
2653 E Wake Forest Ln
Address
St George, Utah 84790
City, State, Zip
435-862-7741
Phone
seashell7741@yahoo.com
Email

In the Court of Utah

FIFTH Judicial District WASHINGTON County

Court Address 206 WEST TABERNACLE, ST. GEORGE, UT 84770

<p>In the Matter of (select one)</p> <p><input checked="" type="checkbox"/> the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case)</p> <p>Michelle Fox (name of Petitioner) and</p> <p>Jonathan Fox (name of Respondent)</p> <p>Other parties (if any)</p>	<p>Divorce Decree</p> <p>254501073 Case Number</p> <p>John J Walton Judge</p> <p>Commissioner (domestic cases)</p>
---	---

The court decrees:

Divorce

1. Michelle Fox is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Michelle Fox. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Michelle Fox and Jonathan Fox** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Allison Mae Fox**
Date of Birth: **Jul 1, 2009**

b.

Child Name: **Alexis Rose Fox**
Date of Birth: **May 5, 2011**

c.

Child Name: **Elizabeth Grace Fox**
Date of Birth: **May 4, 2015**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Allison Mae Fox**
Date of Birth: **Jul 1, 2009**

i.

Move-out Date: **This is the child's current address**
Move-in Date: **Aug 11, 2025**
Address: **2653 E Wake Forest Ln, St George, Utah 84790 United States**
(1).
Caretaker at this address: **Michelle Fox**
Caretaker current address: **2653 E Wake Forest Ln, St George, Utah 84790 United States**

United States

b.

Child Name: **Alexis Rose Fox**
Date of Birth: **May 5, 2011**

i.

Move-out Date: **This is the child's current address**
Move-in Date: **Aug 11, 2025**

Address: **2653 E Wake Forest Ln, St George, Utah 84790 United States**
(1).
Caretaker at this address: **Michelle Fox**
Caretaker current address: **2653 E Wake Forest Ln, St George, Utah 84790 United States**

c.

Child Name: **Elizabeth Grace Fox**

Date of Birth: **May 4, 2015**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Aug 11, 2025**

Address: **2653 E Wake Forest Ln, St George, Utah 84790 United States**

(1).

Caretaker at this address: **Michelle Fox**

Caretaker current address: **2653 E Wake Forest Ln, St George, Utah 84790 United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Michelle Fox** and **Jonathan Fox**'s minor children in any court or government agency. This includes filed, pending, and completed cases.
6. **Michelle Fox** and **Jonathan Fox** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Michelle Fox** and **Jonathan Fox**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal Custody and that **Michelle Fox** be awarded Sole Physical custody. **Jonathan Fox** should have parent-time at reasonable times and places. **Michelle Fox** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The parents will follow the parent-time schedule in the statute(s).

Children 5-18 (Utah Code 81-9-302)

FOR CHILDREN 5 YEARS TO 18 YEARS OF AGE

Midweek – School in Session: During the time a child's school is in session, one weekday evening to be specified by the noncustodial parent, or Wednesday evening if not specified, from 5:30 - 8:30 p.m.; or, at the election of the noncustodial parent, one weekday from the time the child's school is regularly dismissed until 8:30 p.m.

Midweek – School not in Session: During the time a child's school is not in session, one weekday from approximately 9:00 a.m., accommodating the custodial parent's work schedule, until 8:30 p.m., if the noncustodial parent is available to be with the child.

Changes to Midweek Schedule: Once the weekday is designated, it may not be changed except by mutual written agreement of the parents, or court order.

Alternate Weekends: Alternating weekend parent-time shall begin the first weekend after the entry of the decree.

Alternate Weekends - School in Session: During the time a child's school is in session alternating weekend parent-time shall be from 6:00 p.m. on Friday until 7:00 p.m. on Sunday, or, at the election of the non-custodial parent, from the time a child's school is regularly dismissed on Friday until 7:00 p.m. on Sunday.

Alternate Weekends - School not in Session: During the time a child's school is not in session a noncustodial parent may elect alternating weekend parent-time to begin on Friday from approximately 9:00 a.m., if the noncustodial parent is available to be with the child and in accommodation with the custodial parent's work schedule, until 7:00 p.m. on Sunday.

Pick Up by Non-Parent: A step-parent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the child if the custodial parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.

Changes to Weekends: Weekend parent-time elections shall be made by the noncustodial parent at the time of entry of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.

Holiday Parent-time: Holidays as specified below in the Special Occasion table.

Extended Parent-time: Extended parent-time with the non-custodial parent may be up to four consecutive weeks when school is not in session, at the option of the non-custodial parent including weekends normally exercised by the noncustodial parent, but not holidays;

- a. two weeks shall be uninterrupted time for the noncustodial parent;
- b. the remaining two weeks shall be interrupted parent-time and be subject to parent-time for the custodial parent for weekday parent-time but not weekends, except a custodial parent may exercise a holiday as specified below in the Special Occasion

table. Within ten days of receiving notice of a parent's intent and schedule for taking interrupted parent-time, the parent receiving that notice must give notice of any plan to interrupt the parent-time; and

c. the custodial parent shall have an identical two-week period of uninterrupted time when school is not in session for purposes of vacation.

Each parent shall provide notice to the other of their plan to exercise extended parent-time during summer break as follows:

Extended Parent-time notice - in odd numbered years, the noncustodial parent shall provide notification of extended parent-time to the custodial parent by May 1st and the custodial parent shall provide notification to the noncustodial parent of uninterrupted extended parent-time by May 15th.

Extended Parent-time notice - in even numbered years, the custodial parent shall provide notification of uninterrupted extended parent-time with a child to the noncustodial parent by May 1st and the noncustodial parent shall provide notification to the custodial parent of extended parent-time by May 15th.

Extended Parent-time notice - if not provided timely by a parent, the complying parent may determine the schedule for non-complying parent, so long as the complying parent's notification is timely.

Extended Parent-time notice - if neither parent's notification is timely, the first parent to give notice may determine the schedules of both parents for extended parent-time.

Electronic communication: Telephone contact shall be at reasonable hours and for a reasonable duration. Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

Weekday parent-time will be Wednesday. (81-9-302)

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is	Years the parent is
---------	------------------------	---------------------	---------------------

Holiday	Period	Noncustodial Years	granted holiday Custodial Years
Labor Day	(1) Holiday begins on 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 at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
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 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.		
Thanksgiving Break	(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 at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(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 years	Even years
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years
Dr. Martin Luther King Jr. 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 at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's 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 at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.		
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 at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All Years: Michelle Fox is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. Fox is the father (2) Holiday ends on Father's Day at 7 p.m.	All Years: Jonathan	
Summer Break	Jonathan Fox will have Odd years up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Jonathan Fox. Jonathan Fox will have an additional two weeks of extended Summer Parent-time at the option of Jonathan Fox, subject to weekday parent-time	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	<p>for Michelle Fox, but not weekends normally exercised by Michelle Fox. Jonathan Fox will notify Michelle Fox of the summer break extended parent-time by May 1 each year. Michelle Fox will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Michelle Fox. Michelle Fox will notify Jonathan Fox of the summer break extended parent-time by May 15 each year. If the notification by Jonathan Fox is not timely, Michelle Fox may determine the schedule for extended parent-time for Jonathan Fox, so long as Michelle Fox has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.</p>		
Juneteenth National Freedom Day	(1) Holiday begins at: Even years (a) 6 p.m. on the day		Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	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. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Michelle Fox's Birthday	Michelle Fox will have parent-time each year		All years

Holiday	Period	Noncustodial Years	Custodial Years
	<p>on Michelle Fox's birthday from 3:00 p.m. until the following morning when Michelle Fox delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent- time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.</p>		
Jonathan Fox's Birthday		<p>Jonathan Fox will have All years parent-time each year on Jonathan Fox's birthday from 3:00 p.m. until the following morning when Jonathan Fox delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day.</p>	

Holiday	Period	Noncustodial Years	Custodial Years
	<p>Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.</p>		

Parent-time transfers

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

13. The school the children will attend is based on **Michelle Fox's** home residence.

14. Michelle Fox and Jonathan Fox has authority to check the children out of school. Michelle Fox and Jonathan Fox has access to the children during school. If the parents cannot agree, education decisions will be made by Michelle Fox.

Communication with each other

15. Parents will communicate with each other by any method.

Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

18. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than 2 days, the parent arranging the travel will notify the other parent at least 7 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 3 days in advance. In case of emergency, the parent will provide as much notice as possible.

21. Other agreements about travel by the children: **International Travel Provision**
Either parent may travel internationally with the children provided the following conditions are met: a. The traveling parent provides at least 45 days' written notice to the other parent of the intended travel, including itinerary, airline and flight numbers, lodging information, and emergency contact information. b. The traveling parent ensures the children have valid passports and all necessary travel documents. Michelle shall retain custody of the children's passports at all times and provide them to Jonathan upon receipt of timely written notice of planned international travel. Jonathan shall return the passports to Michelle within five (5) days of the children's return. c. International travel may only occur during the traveling parent's scheduled parent-time unless both parents otherwise agree in writing. d. The traveling parent shall provide reasonable access for the children to communicate with the non-traveling parent during travel. e. Neither parent shall unreasonably withhold consent to international travel, provided the travel is to a country that is a party to the Hague Convention on International Child Abduction and is not subject to a current U.S. State Department "Do Not Travel" advisory. f. The traveling parent shall be solely responsible for all costs of the international

travel unless the parties otherwise agree in writing.

Child care

22. A child care provider for our children must be:

A licensed child care provider.

A relative, friend, or neighbor.

Over the age of **16**.

Relocation of a parent (Utah Code 81-9-209)

23. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

24. If either parent lives more than 149 miles away from the other, or if the parents live in different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

- i. Thanksgiving holiday beginning Wednesday until Sunday; and
- ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

- i. the entire winter school break period; and
- ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and

c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period.

The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

- i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.
- ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.
- iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

25. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the **the parent who moved**.

26. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

27. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

28. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

- a. **Mediation**

Changing the plan

END OF PARENTING PLAN

Income: Petitioner (Michelle Fox) (Utah Code 81-6-203)

29. **Michelle Fox's** gross monthly income for child support purposes is **\$5284**. **Michelle Fox** base child support amount using the **sole** custody calculation is **\$952**. **Michelle Fox** receives the following gross monthly income:

- a. **Michelle Fox** is employed at **HintonBurdick CPAs & Advisors**. **Michelle Fox** earns **\$5284** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Jonathan Fox) (Utah Code 81-6-203)

30. **Jonathan Fox's** gross monthly income for child support purposes is **\$6365**.

Jonathan Fox receives the following gross monthly income:

a. **Jonathan Fox** is employed at **Crimson Ridge Plumbing**. **Jonathan Fox** earns **\$6365** gross (pre-tax) monthly income working a 40-hour a week job or less.

31. The adjusted gross monthly income for **Jonathan Fox** is **\$6365**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

32. It is in the best interest of the children that **Jonathan Fox** be ordered to pay child support to **Michelle Fox** as follows:

a. **\$1,163.00** per month base support. This amount complies with the Utah Child Support Act.

33. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

34. The **sole** custody worksheet was used to calculate child support.

Michelle Fox's base child support amount is **\$952** per month.

Jonathan Fox's base child support amount is **\$1164** per month.

If physical custody of a child changes from what the court orders:

- The parent owing support must pay the support amount to whomever has physical custody of the child.
- The parent must pay the support amount without asking the court to modify the child support order.
- This does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-6-205(8)(a)).

Child support reduction for extended parent-time

35. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

36. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

37. **Michelle Fox** will give **Jonathan Fox** the information needed to set up direct deposit through **Jonathan Fox's** employer. Once **Jonathan Fox** has the information, **Jonathan Fox** will have **Jonathan Fox's** employer set up direct deposit to an account of **Michelle**

Fox's choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.

38. The issue of past-due child support may be decided by future court or administrative action.

39. **Jonathan Fox will pay any ORS fees. If Michelle Fox is the ORS applicant and the fees are withheld from payments to Michelle Fox, Jonathan Fox will reimburse Michelle Fox.**

40. The parties must notify each other within 30 days of any change in their income.

41. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

42. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 81-6-202 and 81-6-212)

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines.

The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 81-6-202(8))

43. The parties will do the following for child related support or expenses:

- a. The parties acknowledge that Michelle has been the primary residential parent and has provided for the children's needs since the date of separation. Therefore, Jonathan shall pay retroactive child support to Michelle for the period beginning August 11, 2025 through the effective date of this Decree. The amount of retroactive child support shall be calculated in accordance with the Utah Child Support Guidelines, less any support previously paid. Any unpaid retroactive child support shall be paid in full within 30 days of the effective date of this decree.

44. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

45. As long as **Michelle Fox** is current on all child support and other court-ordered financial obligations, **Michelle Fox** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

- a. **Allison Fox and Elizabeth Fox**

46. As long as **Jonathan Fox** is current on all child support and other court-ordered financial obligations, **Jonathan Fox** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

- b. **Alexis Fox**

Child health care (Utah Code 81-6-208)

47. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

48. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Michelle Fox's** insurance will be primary coverage.

- **Jonathan Fox's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Michelle Fox's** spouse's insurance will be primary coverage.

- **Jonathan Fox's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written

verification of the cost and payment within 30 days.

- f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.
- g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.
- h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

49. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

- a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.
- b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.
- c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 78B-12-113)

50. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

51. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

52. Vehicles will be divided as follows:

a.

Year: 2004

Make: Toyota

Model: Tundra SR5

VIN: 5TBBT4414S448814

Owner (before divorce): Jonathan Fox or Michelle Fox

Current value: \$12,400.00

Amounts Estimated: **no**

Ownership After Divorce: **Jonathan Fox**

i.

Lender: **N/A**

Address: **N/A**

Date Acquired: **N/A**

Amount Owed: **\$undefined**

Amounts Estimated: **N/A**

Monthly Payment: **\$undefined**

The debt will be paid as follows: **N/A**

b.

Year: **2008**

Make: **Yamaha**

Model: **Warrior XVP**

VIN: **JYAVP19E68A004951**

Owner (before divorce): **Jonathan Fox**

Current value: **\$3,500.00**

Amounts Estimated: **yes**

Basis of Estimation: **Market research & comparisons**

Ownership After Divorce: **Jonathan Fox**

i.

Lender: **N/A**

Address: **N/A**

Date Acquired: **N/A**

Amount Owed: **\$undefined**

Amounts Estimated: **N/A**

Monthly Payment: **\$undefined**

The debt will be paid as follows: **N/A**

c.

Year: **2022**

Make: **Toyota**

Model: **4Runner**

VIN: **JTENU5JR0N5991694**

Owner (before divorce): **Jonathan Fox or Michelle Fox**

Current value: **\$35,500.00**

Amounts Estimated: **no**

Ownership After Divorce: **Michelle Fox**

i.

Lender: **N/A**
Address: **N/A**
Date Acquired: **N/A**
Amount Owed: **\$undefined**
Amounts Estimated: **N/A**
Monthly Payment: **\$undefined**
The debt will be paid as follows: **N/A**

Stock, bond, securities, or money market fund accounts

53. The stock, bond, securities, or money market fund accounts will be divided as follows:

a.

Account Number: **2016**
Account Type: **Investment**
Institution Name: **Fidelity**
Address: **PO Box 770001 Cincinnati, OH 45277-002**
Date Opened: **Aug 9, 2023**
Balance (US Dollars): **\$39,720.00**
Estimated: **no**
Owner: **Michelle Fox**
Co-Owner(s): **N/A**

Divide as follows: **Jonathan was paid his half of this account on 08/13/25 in the amount of \$19,860 in combination with his half of the Crypto account for a total of \$21,052. Jonathan will have no further rights to these funds.**

b.

Account Number: **0657**
Account Type: **Cryptocurrency**
Institution Name: **Fidelity**
Address: **PO Box 770001 Cincinnati, OH 45277-002**
Date Opened: **Mar 23, 2024**
Balance (US Dollars): **\$2,384.00**
Estimated: **no**
Owner: **Michelle Fox**
Co-Owner(s): **N/A**

Divide as follows: **Jonathan was paid his half of this account on 08/13/25 in the amount of \$1192 in combination with his half of the Investment account for a total of \$21,052. Jonathan will have no further rights to these funds.**

c.

Account Number: **4487**

Account Type: **Education - Uniform Transfers to Minors (UTMA)**

Institution Name: **Fidelity**

Address: **PO Box 770001 Cincinnati, OH 45277-002**

Date Opened: **Oct 17, 2023**

Balance (US Dollars): **\$16,903.49**

Estimated: **no**

Owner: **Michelle Fox**

Co-Owner(s): **Allison Fox**

Divide as follows: **These funds will remain in Michelle Fox's name as the custodian. Funds will be used solely for the children's benefit (education, wedding, home down payment, etc.). Any future contributions will be matched equally by Jonathan and Michelle.**

d.

Account Number: **9007**

Account Type: **Education - Uniform Transfers to Minors (UTMA)**

Institution Name: **Fidelity**

Address: **PO Box 770001 Cincinnati, OH 45277-002**

Date Opened: **Oct 17, 2023**

Balance (US Dollars): **\$14,529.46**

Estimated: **no**

Owner: **Michelle Fox**

Co-Owner(s): **Alexis Fox**

Divide as follows: **These funds will remain in Michelle Fox's name as the custodian. Funds will be used solely for the children's benefit (education, wedding, home down payment, etc.). Any future contributions will be matched equally by Jonathan and Michelle.**

e.

Account Number: **1657**

Account Type: **Education - Uniform Transfers to Minors (UTMA)**

Institution Name: **Fidelity**

Address: **PO Box 770001 Cincinnati, OH 45277-002**

Date Opened: **Oct 17, 2023**

Balance (US Dollars): **\$9,644.87**

Estimated: **no**

Owner: **Michelle Fox**

Co-Owner(s): **Elizabeth Fox**

Divide as follows: **These funds will remain in Michelle Fox's name as the**

custodian. Funds will be used solely for the children's benefit (education, wedding, home down payment, etc.). Any future contributions will be matched equally by Jonathan and Michelle.

f.

Account Number: **9070**

Account Type: **Investment**

Institution Name: **Fidelity**

Address: **P.O. Box 770001, Cincinnati, OH 45277-0002**

Date Opened: **Jul 11, 2024**

Balance (US Dollars): **\$116.65**

Estimated: **no**

Owner: **Michelle Fox**

Co-Owner(s): **N/A**

Divide as follows: **These funds will remain in Michelle's name, but the funds are solely for Allison Fox to use at her discretion. No further contributions will be made to this account.**

g.

Account Number: **8306**

Account Type: **Investment**

Institution Name: **Fidelity**

Address: **P.O. Box 770001, Cincinnati, OH 45277-0002**

Date Opened: **Jul 11, 2024**

Balance (US Dollars): **\$2,378.68**

Estimated: **no**

Owner: **Michelle Fox**

Co-Owner(s): **N/A**

Divide as follows: **These funds will remain in Michelle's name, but the funds are solely for Alexis Fox to use at her discretion. No further contributions will be made to this account.**

h.

Account Number: **0252**

Account Type: **Investment**

Institution Name: **Fidelity**

Address: **P.O. Box 770001, Cincinnati, OH 45277-0002**

Date Opened: **Jul 11, 2024**

Balance (US Dollars): **\$1,119.04**

Estimated: **no**

Owner: **Michelle Fox**

Co-Owner(s): **N/A**

Divide as follows: **These funds will remain in Michelle's name, but the funds are solely for Allison Fox to use at her discretion. No further contributions will be made to this account.**

Other financial assets

54. These other financial assets will be divided as follows:

a.

Account Number: **N/A**

Account Type: **N/A**

Institution Name: **N/A**

Address: **2653 E Wake Forest Ln, St George, Washington, Utah 84790 United States**

Balance (US Dollars): **\$4,764.67**

Estimated: **no**

Owner: **Michelle Fox**

Co-Owner(s): **N/A**

Divide as follows: **These funds are to be used solely for the children's medical expenses until depleted, then Jonathan and Michelle will split all future medical expenses 50/50.**

Debts

55. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **2861**

Institution Name: **Wells Fargo**

Address: **P.O. BOX 51193 LOS ANGELES CA 90051**

Amount owed on debt (in US Dollars): **\$10,700.00**

Minimum Monthly Payment (in US Dollars): **\$466.68**

Owner: **JONATHAN FOX and MICHELLE FOX**

The debt will be paid as follows: **Michelle Fox will pay half of the debt.**

Jonathan Fox will pay half of the debt. Michelle Fox will provide a copy of the divorce decree to the lender.

b.

Account Number: **1441**

Institution Name: **Discover Card**

Address: **PO BOX 45909 SANFRANCISCO CA 94145**

Amount owed on debt (in US Dollars): **\$902.07**

Minimum Monthly Payment (in US Dollars): **\$35.00**

Owner: **Michelle A Fox and Jonathan P Fox**

The debt will be paid as follows: **Michelle Fox will pay half of the debt.**

Jonathan Fox will pay half of the debt. Michelle Fox will provide a copy of the divorce decree to the lender.

Real property

56. The parties acquired the following real property during the marriage:

a.

Description: **House**

Address: **2451 S Camino Real, Washington, Washington, Utah 84780 United States**

Tax ID: **W-HCWB-31**

Legal Description: **Lot Thirty-One (31), HIGH CHAPPARRAL AT THE WASHINGTON BENCH**

Date property acquired: **Feb 18, 2018**

Names on title: **Jonathan Fox and Michelle Fox**

Original cost: **\$358,000**

Current value: **\$650,000.00**

Property values estimated: **yes**

Estimation basis for property value: **Discussion with real estate agent on 8/9/25**

Disposal: **Jonathan shall have the exclusive right to reside in the Property until it is either sold or he completes a buyout of Michelle's equity. Jonathan shall be solely responsible for and shall timely pay the full monthly mortgage payment, including principal, interest, taxes, and insurance, as well as all utilities, homeowner's insurance, and routine maintenance associated with the Property during his period of exclusive occupancy. Immediately after the signing of this Decree, Jonathan shall either: a. Refinance the Property into his sole name and pay Michelle one-half (½) of the net equity based on the value determine by appraisal, or b. List the Property for sale with a mutually agreed-upon licensed real estate agent. Upon sale, the net proceeds, after payment of all liens, mortgages, closing costs, marital debt, and customary expenses of sale, shall be divided equally between the parties. "Net equity" shall be defined as the fair market value of the Property, as determined by a mutually agreed-upon appraisal or licensed real estate professional, minus the outstanding mortgage balance, liens, marital debt, and costs of sale. If Jonathan fails to refinance or list the Property for sale within the twelve (6) month period,**

Michelle shall have the right to file a motion with the court to compel sale of the Property.

i.

Creditor: N/A

Names on mortgage: **Michelle A Fox and Jonathan P Fox**

Date mortgage acquired: **Oct 9, 2019**

Mortgage balance: **\$247,749.20**

Monthly payment: **\$1,318.68**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Jonathan Fox will pay the entire debt. Michelle Fox will provide a copy of the divorce decree to the lender.**

ii.

Creditor: N/A

Names on mortgage: **Michelle Alyse Fox and Jonathan Paul Fox**

Date mortgage acquired: **May 8, 2025**

Mortgage balance: **\$18,986.63**

Monthly payment: **\$300.00**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **This is joint debt and monthly payment of \$300 will be split equally until the sale or refinance of the mortgage, whichever comes first, at which time this will be paid in full.**

Michelle Fox will provide a copy of the divorce decree to the lender.

Alimony

57. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

58. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

59. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **0567**

Plan Name: **Roth IRA**

Plan Administrator: **Michelle Fox**

Company Name: **Fidelity**

Address: **2653 E Wake Forest L**

Date Opened: **Oct 19, 2023**

Plan Value: **\$48483.59**

This plan is in the name of: **Michelle Fox**

Divide as follows: **Michelle Fox will retain the account in her name and continue contributions. Any growth from this point forward will belong solely to Michelle. Upon completion of the Divorce Decree, Michelle Fox will send a copy to Fidelity and they will transfer half of the current value (\$24,242) to Jonathan's Roth IRA account. Michelle Fox should prepare the Qualified Domestics Relations Order (QDRO) for this plan within 30 days after the divorce decree is entered.**

Additional provisions

60. The parties will adhere to the following additional provisions:

a.

Additional Provision: 1. Parent Time: 1.1. The parties shall exercise parenting time in a manner consistent with the best interests of the children. Where this Agreement requires a parent to provide notice, "written notice" means email or text message to the other parent's last known address or number.

b.

Additional Provision: 2. Holiday Parent-Time; Work Outside the Home: 2.1. The Utah statutory holiday schedule, as set forth in Utah Code §30-3-35, is adopted by reference, except as modified below. 2.2. To exercise a scheduled holiday parent-time that spans two (2) or more consecutive calendar days, the parent must be physically present and available to care for the children and must not be scheduled to work outside the home for more than four (4) consecutive hours on any calendar day during the holiday period. 2.3. If the parent entitled to holiday parent-time reasonably expects to be scheduled to work outside the home for more than four (4) hours on any day of the holiday period, that parent shall give the other parent written notice at least seven (7) calendar days prior to the holiday and propose a reasonable alternative schedule. The parties shall attempt in good faith to agree on an alternative. 2.4. If the parties cannot agree on an alternative by three (3) days prior to the holiday, the holiday parent-time shall default to the other parent, and no additional or substitute weekend parent-time shall be created as a result of the adjustment. There shall be no makeup days for holiday parent-time that is missed or adjusted under this Paragraph.

c.

Additional Provision: 3. Flexibility; Adjustments; No Makeup Days: 3.1. Parents may, by written agreement, swap or otherwise adjust scheduled parenting time to accommodate the children's needs, desires, school events, extracurricular activities, travel for work, or job responsibilities. Any agreed change shall be set forth in writing (including text or email). 3.2. Except as otherwise provided in Paragraph 2, there shall be no makeup days for missed or adjusted parent-time. 3.3. Neither parent shall force or compel the children to exercise parent-time against their age-appropriate and reasonable wishes. In the event of a dispute, the parents shall seek to resolve the matter in the best interests of the children, taking into account their preferences together with all other relevant factors.

d.

Additional Provision: 4. Childcare Expenses for Schedule Changes: 4.1. If a parent requests a change to scheduled parent-time or cancels scheduled parent-time without providing at least seven (7) calendar days' prior written notice and that change or cancellation causes the other parent to incur third-party child care expenses, the parent requesting the change or cancellation shall be solely responsible for reimbursing the other parent for those documented expenses. 4.2. Reimbursement shall be made within thirty (30) calendar days of receipt of written documentation (receipts, invoices, or statements).

e.

Additional Provision: 5. Right of First Refusal: 5.1. If either parent is unable to personally care for the children for more than four (4) consecutive hours during their scheduled parent-time, that parent shall first offer the other parent the opportunity to care for the children before arranging third-party care, unless impracticable due to emergency. 5.2. The offer must be made by written notice (text or email) and must allow the other parent a reasonable time to respond. 5.3. For each child aged twelve (12) years or older, the child's preference regarding whether to accept care from the other parent under this Right of First Refusal shall be solicited and given substantial weight. If the child, after being asked, reasonably declines to accept the alternative care, the parent offering care shall not compel the child to accept such care.

f.

Additional Provision: 6. Children's Expenses: 6.1. Michelle and Jonathan shall equally share (50/50) all costs related to the children's health and welfare,

including but not limited to: medical, dental, vision, and supplemental health insurance premiums; copayments, coinsurance, deductibles, and other out-of-pocket medical expenses; contributions to a health savings account (HSA) or similar account for the children; prescription drug costs; school fees and school-required textbooks and supplies; extracurricular activity fees and necessary equipment; monthly cell phone service costs; and vehicle insurance for any vehicle primarily used by the children. 6.2. If one parent pays any of the foregoing expenses in full, the other parent shall reimburse their one-half share within thirty (30) calendar days of receipt of written notice and supporting documentation.

g.

Additional Provision: 7. Safety & Exchanges: 7.1. The children shall not be in the care of either parent when that parent, or any other adult in the household is consuming or under the influence of alcohol, marijuana, illegal drugs, or any controlled substance that impairs judgment or caregiving ability. The children shall not be transported in any vehicle operated by an individual who has consumed or is under the influence of such substances. 7.2. If the above conditions are not met, the children shall not remain overnight in that parent's care. The other parent shall have the right to withhold or retrieve overnight parent-time if they have reasonable cause to believe that the children's safety is at risk due to violation of these provisions. Such action shall not be considered contempt or a breach of the parenting schedule, provided it is reasonable under the circumstances. 7.3. If at any time a child states that they feel unsafe while in the care of either parent, the child shall be permitted to contact the other parent, who may pick them up without penalty or retaliation. These pick-ups shall be handled calmly and respectfully, with the child's well-being as the priority. 7.4. If either parent has reasonable suspicion that the other parent is using or under the influence of illegal drugs, marijuana, or misusing prescription medication while exercising parent-time, they may require the other parent to submit to a drug test within 24 hours of notice. The initial cost of testing shall be paid by the requesting parent. If the tested parent receives a positive result for any illegal drug, marijuana, or misuse of prescription medication, that parent shall reimburse the requesting parent for the cost of testing within fourteen (14) days. 7.5. If a parent tests positive for drugs or alcohol in violation of this Agreement, their parenting time shall immediately convert to supervised visitation at a professional visitation center or other supervisor agreed upon by the parties until that parent provides three (3) consecutive clean monthly drug tests. All costs of supervised visitation and follow-up drug testing shall be the sole responsibility of the parent in violation. 7.6. If exchanges become hostile or unsafe, Michelle and Jonathan shall

conduct exchanges at a neutral public location reasonably agreed upon. If they cannot agree, exchanges shall occur at the local police station or another safe public location designated by the Court.

h.

Additional Provision: 8. Overnight Guests & Romantic Partners: 8.1. No unrelated adult male shall reside in or stay overnight at a parent's residence during that parent's parent-time without the other parent's prior written consent. 8.2. Neither parent shall introduce a new romantic partner to the children until the relationship has been ongoing for at least four (4) months, unless otherwise agreed in writing. 8.3. No romantic partner of either parent shall stay overnight in the same residence as the children until the romantic relationship has been ongoing for at least nine (9) months and the children have had a reasonable opportunity to become familiar and comfortable with the partner, unless otherwise agreed in writing.

i.

Additional Provision: 9. Life Insurance: 9.1. Michelle and Jonathan shall each maintain their existing life insurance policies currently in effect, with no reduction in coverage, until the natural expiration of said policies. 9.2. Michelle and Jonathan shall remain designated as each other's sole primary beneficiaries under these policies, with the understanding and agreement that any proceeds shall be used solely for the benefit, support, health, education, and general welfare of the children until all children reach the age of majority. 9.3. Each parent shall remain financially responsible for half of the cost of all policies. Neither parent shall cancel, modify, or otherwise alter their existing life insurance policy or its beneficiary designation without the prior written consent of the other parent or an order of the Court. 9.4. Upon expiration of the existing life insurance policies, neither parent shall be required to obtain replacement coverage, unless otherwise mutually agreed in writing.

j.

Additional Provision: 10. 2025 Tax Liability and Refund Allocation 10.1. For the 2025 tax year, the parties agree that any federal and state income tax liability or refund resulting from their joint or separate filings shall be shared equally (50/50) between them. 10.2. The parties shall cooperate in good faith to prepare and file all necessary tax documents accurately and in a timely manner. Each party shall promptly provide the other with all W-2s, 1099s, or other relevant income and deduction documentation needed to prepare the 2025 returns. 10.3. If the parties receive a refund, it shall be divided equally within fourteen (14) days of receipt. If taxes are owed, each party shall be responsible for one-

half (½) of the total balance due, payable at the time the return is filed. 10.4. Neither party shall claim deductions, exemptions, or credits related to the children or shared assets in a manner that would disadvantage the other party's equal share without prior written agreement. 10.5. This provision applies only to the 2025 tax year.

k.

Additional Provision: 11. Personal Property and Right of First Refusal 11.1. The parties acknowledge that certain items of personal property belonging to Michelle remain at the former marital residence. Michelle shall have the right to retrieve her personal property at a mutually agreed-upon date and time, with reasonable notice to Jonathan. Jonathan shall not unreasonably withhold access for the purpose of retrieving such property. 11.2. The parties agree to cooperate in good faith to facilitate the transfer of property in an orderly and respectful manner. Each party may, at their discretion, have a third party present during the retrieval of items. 11.3. Jonathan agrees that any personal property remaining at the residence that belongs to Michelle shall not be sold, disposed of, or otherwise removed without her written consent. 11.4. In addition, prior to selling, donating, or disposing of any property from the former marital residence, Jonathan shall give Michelle the opportunity to claim any such items. Michelle shall have ten (10) days from the date of notice to indicate in writing if she wishes to take possession of the item(s). 11.5. Each party shall bear their own costs associated with the moving or transportation of their respective items.

l.

Additional Provision: 12. Remedies & Enforcement: 12.1. A material violation of these provisions may be remedied by contempt, modification of parent-time, or other relief deemed appropriate by the Court. 12.2. Michelle and Jonathan shall use good faith and reasonableness in implementing these provisions and shall communicate promptly in writing when emergencies or unavoidable changes arise.

Duty to sign documents

61. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

11/12/25

Date

Signature ►



Judge

Date

Signature ►

Commissioner

Approved as to Form.

Other Party

Jonathan fox

Signature ►

Other Party Jonathan Fox

Name

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Jonathan Fox**
Method of service: **Email**
Address: **jonnyfox499@gmail.com**
Date of Service: **Nov 5, 2025**

11/05/2025

Date

Signature ►

Michelle Fox

Printed
Name

Michelle Fox

FILED

Date 11-7-25

Fifth District Court • Washington County

CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 254501073 by the method and on the date specified.

MYCASE: MICHELLE FOX seashell7741@yahoo.com

EMAIL: JONATHAN FOX jonnyfox499@gmail.com

11/13/2025

/s/ ASPEN STEVENS

Date: _____

Signature