



Kelli J. Larson, Bar #12150

Pearson | Butler

1802 South Jordan Parkway, Suite 200

South Jordan, Utah 84095

Tel: (801) 495-4104

Email: kelli@pearsonbutler.com

Attorney for Michael J. Williams

<p>IN THE THIRD DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH</p>	
<p>IN THE MATTER OF THE MARRIAGE OF</p> <p>MICHAEL J. WILLIAMS, Petitioner,</p> <p>and</p> <p>JENNIFER NICOLE WILLIAMS, Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Case No. 254901270 Judge: Mark Kouris Commissioner: Kim M. Luhn</p>

The above-captioned matter came on regularly for consideration by the court without hearing. Pursuant to the Stipulation and Settlement Agreement a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Michael J. Williams is awarded a Decree of Divorce from Jennifer Nicole Williams on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

Provisions Relating to Minor Children

1.

1. The parties have two minor children born as issue of their marriage:

<u>Child's Initials</u>	<u>Birth Month and Year</u>
H.W.	December 2012
M.W.	May 2010

2. **Legal Custody:** The parties are awarded joint legal custody under the terms of the parenting plan herein.

3. **Child Custody:** The parties are awarded joint physical custody of the children.

4. **Regular Parent-Time :** Parent-time will be as the parties agree. If the parties do not agree, then parent-time will be shared on a 50/50 basis. Regular parent-time shall be on a rotating week on/ week off basis with parent-time exchanges occurring on Wednesdays after school if school is in session or at 4:00pm if school is not in session. This schedule is represented visually as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Wk1	Mom	Mom	Dad	Dad	Dad	Dad	Dad
Wk2	Dad	Dad	Mom	Mom	Mom	Mom	Mom

5. **Holiday Parent-Time:** Holiday parent-time shall be as the parties are able to agree. If the parties are unable to agree, holiday parent-time will be as follows:

Holiday	Holiday Time Period	Jennifer's Years	Michael's Years
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 children to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Even	Odd
Memorial Day:	(1) Holiday begins Friday at: (a) the time that school is regularly dismissed; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the children 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.	Odd	Even
Mother's Day	(1) Holiday begins on the Saturday before Mother's Day at 6 pm. (2) Holiday ends on Mother's Day at 8 p.m.	Always	Never
Father's Day	(1) Holiday begins on the Saturday before Father's Day at 6 p.m. (2) Holiday ends on Father's Day at 8 p.m.	Never	Always
Independence Day:	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Even	Odd
Pioneer Day:	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Odd	Even
Labor Day:	(1) Holiday begins on Friday at: (a) the time that school is regularly dismissed; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the children to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Even	Odd
Fall Break	(1) Holiday begin at: (a) 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the children to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Even	Odd
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.	Odd	Even

Thanksgiving:	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the children to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Odd	Even
Winter Break (1st portion):	(1) Holiday begins at: (a) 6 p.m. on the day on 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.	Even	Odd
Winter Break (2nd portion):	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the children to school on the day that school resumes after the winter break.	Odd	Even
Children's Birthday (Actual Day)	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd	Even
Children's Birthday (Day before or after at election of parent exercising the time)	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even	Odd

6. **Extended Parent-Time:** Extended parent-time shall be as the parties are able to agree. If the parties are unable to agree, each party is awarded two weeks of uninterrupted parent-time during the summer months when school is not in session. Unless the parties agree otherwise, these two weeks shall be exercised consecutively. In the event of a conflict, the parties shall alternate who has first choice of extended parent-time with the parent making the earlier election being awarded first choice. In even numbered years, mother shall make

her election of extended parent-time dates no later than May 1st and father shall make his election of dates no later than May 15th. In all odd numbered years, father shall make his election of extended parent-time dates no later than May 1st and mother shall make her election of dates no later than May 15th.

7. **Precedence of Parent-Time:** If a conflict arises in the parent-time schedule the order of precedence is:

- a) the holiday schedule for Mother's Day or Father's Day;
- b) the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
- c) the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday;
- d) extended parent-time; and
- e) the regular parent-time schedule.

8. **Transportation:** Wherever possible, parent-time exchanges shall occur through the children's school, wherein the parent ending their parent-time timely drops the children off at school and the parent beginning their parent-time picks the children up from school. In all other instances, the parent beginning his or her parent-time shall be responsible for transportation. Unless otherwise

dictated by the holiday statute, when school is not in session, exchanges will be at 4:00 pm.

9. **Virtual Parent-Time:** Both parents shall allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

10. **Right of First Refusal:** If either party is available when the other parent is not available to personally care for the child during their parent-time and overnight, the other parent shall have the first option to provide care for the children. A parent exercising the right of first refusal is responsible for all associated transportation.

11. **Address and Phone Number:** Each party shall keep the other party informed of his or her address and telephone number at all times.

12. **Child Support:** Michael is employed by Utah Senior Care Advisors. For child support purposes, Michael's gross monthly income is \$10,000.00. Jennifer is employed by Intermountain Healthcare. For child support purposes, Jennifer's gross monthly income is \$7,500.00. The joint custody worksheet was used to calculate child support with mother having 183 overnights and father having 182 overnights solely for the purpose of calculating child support. Michael shall pay child support to Jennifer for the parties' children in

the amount of \$187.00 support per month in accordance with Utah Code 81-6-203 beginning February 1, 2025.

- a. The child support will be paid until (1) the minor child reaches the age of majority or graduate High School in the expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 78A-6-801 et seq. This child support may be submitted to and administered by the Office of Recovery Services (ORS).
- b. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payers. All administrative fees and costs of income withholding assessed by the Office of Recovery Services will be paid by Michael.
- c. Child support will be paid in two increments each month; half on the 5th and half on the 20th of each month.

13. **Medical Insurance Coverage:** The party with the best coverage is ordered to maintain in force any and all health insurance for the minor children,

when it is available at a reasonable cost and the insurance coverage is accessible to the children. If at any time the children are covered by the insurance plans of both parents, Jennifer's plan shall be designated the primary coverage and Michael's plan shall be secondary coverage for the children. If a parent remarries and his or her dependent child is not covered by that parent's insurance, but is covered by the step-parent's plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent and should retain the same designation and primary or secondary insurance. A party who carries the insurance on the children should provide proper verification of health, optical, hospital, dental and other medical insurance coverage to the other party on or before January 2nd of each calendar year. Furthermore, each party shall notify the other of any change of insurance carrier, premium, or benefits within thirty (30) days of the date he/she first knew or will have known of the change.

14. **Medical Insurance Premiums:** Both parties will share equally the out-of-pocket costs of the premium actually paid by either parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the results by the number of minor children of the parties. Pursuant to U.C.A. 81-6-208(8), a parent who provides insurance may receive

credit against the child support or recover the other parent's portion of the premium.

15. **Out-of-Pocket Medical Expenses:** Each party shall pay half of all reasonable and necessary health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, therapeutic, orthodontic, optical, hospital, dental and other medical insurance coverage and all reasonable and necessary uninsured health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent. Either parent who incurs these out-of-pocket medical expenses for the parties' minor children shall provide written verification of the costs and payment of such expenses to the other parent within thirty (30) days of payment, and the other parent will reimburse them within 30 days of receiving verification. Under U.C.A. 81-6-208(9) and (10), in addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

16. **Childcare:** Each party is responsible and liable for one-half of the reasonable childcare costs actually incurred as a result of the parties' work. Both parties' portions of these childcare costs shall be paid directly to the childcare provider in a timely manner. Due to the children's ages, the parties do not anticipate having childcare expenses.

17. **Taxes:** The parties shall share the tax deductions and credits related to the minor children. So long as two minor children may be claimed, Jennifer may claim the older child and Michael may claim the younger child. When only one minor child may be claimed, the parties shall alternate who may claim the remaining child with Michael claiming the child in even numbered tax years and Jennifer claiming the child in odd numbered tax years.

18. **Extra-curricular Activities:** The parties shall discuss which extra-curricular activities the children should participate in. The parties shall support the children in these extra-curricular activities, financially and otherwise sharing the cost equally, whenever they have agreed on a child's involvement in any activity in writing. A parent who enrolls a child in an activity without discussing it with the other parent (and obtaining their agreement in writing) is solely responsible for the associated costs. A parent shall provide receipts for payment of extra-curricular expenses or school fees to the other parent within 30 days of incurring or paying the expense. The other parent shall reimburse within

30 days of receiving the proof from the paying parent. The parties will equally share the cost of agreed upon summer camps.

19. As child support is calculated using the joint custody worksheet, both parents will provide clothing and necessities for the children in their respective homes. A parent is responsible for providing a child with a school lunch or lunch money on the days they deliver the child to school. The parties will equally share any mandatory school fees including, but not limited to, registration fees, lab fees, mandatory supplies, bus fees, etc.

Parenting Plan Provisions for joint legal custody

20. **Mutual Restraining Order:** The parties are restrained from disparaging the other party to or in the presence of the children and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or divorce finances with or in the presence of the children and are to instruct third-parties to also be so restrained. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

21. **Medical Information:** Both parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission.

22. **Educational Information:** Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission.

23. Each party will be listed as a parent for the purposes of school contact or medical care provider contact.

24. **Notice of Activities:** Both parties will have the right to be notified by the other party of major events in the children's lives that they otherwise would not be aware of, so that they can have enough advance notice to attend.

25. **Communication:** Each party will communicate directly with the other through text and not through third persons. The children will never be used as messengers. Communication will be respectful and at no time will it be sarcastic or derogatory. Communication will be limited to matters involving the minor children such as their health, activities, and well-being. In the event of a child's medical emergency, each party will promptly notify the other.

26. **Out of State Travel:** Any parent intending to take a child out of state will provide a brief itinerary to the other parent including a telephone number for emergency communication.

27. **Relocation:** The parties will follow the notice provisions of Utah Code 81-9-209.

28. **Decision making:** It is anticipated that parental decisions will be required for major decisions in raising the children, including, but not limited to, medical, dental, psychological treatment/counseling, and education. When these issues arise, the parents will discuss the issues. Each parent will give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parties will seek input from the treating physicians or educators. Both parents will be provided with such input.

29. If the parents cannot agree after making a good faith effort to come to an agreed-upon decision, the parties will attend mediation prior to bringing the matter back before the court. Neither parent is awarded final decision-making authority.

30. The children will remain in their current schools and feeder schools, Golden Fields Elementary School, Mountain Creek Middle School, and Herriman High School, unless the parties agree or the court orders a change.

31. The children have historically been raised in the LDS Faith. It is reasonable that the children receive the traditional ordinances and rites at the customary ages. If father is deemed worthy by his ecclesiastical leader, and he desires to do so, he may perform those ordinances. The children will attend Jennifer's ward on Sundays and weekly church activities. This shall not prevent Michael from occasionally travelling with the children on a weekend.

32. **Emergency Medical Decisions:** The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will notify the other parent of the emergency immediately.

33. **Day-to-Day Decisions:** Whichever parent has the children in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

34. **Implementation of Treatment:** Each of the parties will facilitate, help and promote the taking of medication or other regimens of therapy for the children as prescribed by a doctor.

35. **Mediation before Litigation:** If the parties have a dispute concerning an issue addressed in the provisions of the Decree or this Parenting Plan, they will seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree. If the parties are unable to attend mediation within a reasonable timeframe after the issue arises, despite making a good faith effort to do so, they may bring the issue before the court.

36. **Tattooing, Body Piercing, and Permanent Cosmetics:** Neither parent will or allow others to permanently change the appearance of the body of the children, including but not limited to body piercing, tattooing, permanent

cosmetics, and other cosmetic procedures, without the written consent from the other parent.

END OF PARENTING PLAN PROVISIONS

Provisions Relating to Debts and Obligations

37. During the course of the marriage, the parties have not acquired any outstanding jointly-held debts outside the mortgages addressed below.

38. Each party will be solely responsible for the debts held in his or her separate name and will hold the other party harmless therefrom.

39. The parties shall notify respective creditors regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

Provisions Relating to Personal Property

40. **Vehicles:** Michael is awarded the 2023 Toyota Corolla for which there is no debt. Jennifer is awarded the 2018 VW Atlas for which there is no debt.

41. **Accounts:** The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The parties shall be awarded the accounts in their own name as their separate property, free and clear of any claim by the other party. Michael will be awarded the contents and ongoing use of the Chase account. Michael will be responsible for

removing Jennifer from the account within 90 days of the entry of the Decree of Divorce. Jennifer will cooperate to execute any paperwork necessary to remove her name. Michael will be awarded the contents and ongoing use of the Mountain America Credit Union account. Michael will be responsible for removing Jennifer from the account within 90 days of the entry of the Decree of Divorce. Jennifer will cooperate to execute any paperwork necessary to remove her name. Michael received \$50,000.00 from the parties' savings account as an offset against equity in the marital home.

42. The parties will work together to divide their personal property and the contents of the marital home. If they are unable to agree, they will attend mediation prior to bringing the matter before the court.

43. **Businesses:** During the course of the marriage, the parties have acquired an interest in a business entity known as Utah Senior Care Advisors. Michael is awarded all right, title and interest in said business entity, including any inventory, assets, or receivables associated with the business, subject to Michael being responsible for and holding Jennifer harmless from any payables, encumbrances or other obligations associated with said business.

Provisions Relating to Retirement Accounts

44. **Retirement Accounts:** Michael is awarded the balance of the IRA, which is approximately \$20,000.00. Jennifer's IHC 401(k) shall be divided

equally between the parties, one-half to each as of the date of the Decree of Divorce. A Qualified Domestic Relations Order or Domestic Relations Order should be issued as needed with the costs for preparing such order being split by the parties. Jennifer is responsible for preparing any and all paperwork and forms required to divide said account, and shall begin that process within 90 days of entry of the Decree of Divorce in this matter. Michael shall be entitled to gains and losses on his portion of the 401(k) between the date of the Decree and actual division of the account.

Provisions Relating to Real Property

45. **Real Property:** During the marriage, the parties have acquired an interest in real property, commonly known as 5202 West Arista Way, South Jordan, UT 84009, which has been the marital home.

46. Jennifer is awarded the temporary and permanent, exclusive use and possession of the Arista Way home and will hold Michael harmless regarding the property. Jennifer shall refinance the house or do an assumption to remove Michael's name from the mortgage within 36 months of entry of the Decree of Divorce. Jennifer must remain current on the mortgage, insurance and taxes so long as Michael's name is on the loan. Jennifer owes Michael \$68,000.00 for his remaining portion of the equity in the home. The remaining equity in the home

shall be Jennifer's. Jennifer shall pay Michael his remaining equity whenever the first of the following events occurs:

- a. The sale of the marital home;
- b. Jennifer's remarriage or legal cohabitation;
- c. If Jennifer is no longer using the home as her primary residence; or
- d. Upon the parties' youngest child graduating from high school, which is expected to be June 2031.

47. In conjunction with Michael receiving his remaining equity in the home, he will execute a quit claim deed in favor of Jennifer.

Miscellaneous Provisions

48. **Alimony:** Both parties to this action are able-bodied and employed, and neither party is awarded any alimony from the other.

49. **Attorney's Fees:** Each party is responsible for his or her own attorney's fees.

50. **Delivery of Documents:** Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court.

**[END OF COURT ORDER. SEE TOP OF FIRST PAGE FOR COURT
ENDORSEMENT]**

APPROVED AS TO FORM AND CONTENT:

APPROVED AS TO FORM AND CONTENT:

/s/ Jennifer Nicole Williams *

Jennifer Nicole Williams

Pro Se

**Electronically signed with permission given via email on 4/10/2025*

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Michael's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of April 2025, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Jennifer Nicole Williams

jennynwills@gmail.com

Pro Se

/s/ Tyra West

Tyra West

Paralegal for Kelli J. Larson