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<p align="center"><b>IN THE THIRD DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH</b></p>	
<p>In the Matter of the Marriage of:</p> <p>AMANDA LEIGH ROACH,                          Petitioner,                      and</p> <p>BYRON PRESTON ROACH,                          Respondent.</p>	<p align="center"><b>DECREE OF DIVORCE</b></p> <p>Case No. 254904326                      Judge: Teresa Welch                      Commissioner: JoAnna Sagers</p>

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation and Property 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:

**Minor Child**

1. Neither party is receiving any public assistance for the benefit of the dependent child.
2. Pursuant to Utah Rule of Civil Procedure 100(a), Amanda states upon information and belief that there are no proceedings for custody, child

support, or parent-time; a protective order; or a criminal or delinquency case in regard to the above-named minor child filed or pending in the Juvenile Court of this or any other state.

3. **Custody:** It is in the best interests of the minor child that the parties share joint legal and physical custody. A parenting plan is included herein.

4. **Parent-Time:** Byron shall have parent-time as the parties agree. If the parties are unable to agree, the minor child will be with Amanda from Saturday evening at 5:00 p.m. through Thursday at noon, and Byron from Thursday at noon to Saturday evening at 5:00 p.m.

5. In the event that either party changes employment or their work schedule changes significantly, then the parties agree to address possible changes to the parent-time schedule and utilize mediation services before seeking relief from the court.

6. **Holidays and Summer Parent-Time:** The holiday and summer parent-time visitation shall be as the parties agree. If the parties cannot agree, then holiday parent-time shall be consistent with Utah Code 81-9-302 with Amanda being designated as the custodial parent, as listed visually in the chart below. Extended parent-time with will be pursuant to Utah Code 81-9-302, and each parent shall provide notice of their plans to exercise extended parent time pursuant to Utah Code 81-9-302 as follows:

- a. **Odd Years:** Noncustodial parent shall provide notice to the custodial parent by May 1; and the custodial parent shall provide notice to the noncustodial parent by May 15.
- b. **Even Years:** Custodial parent shall provide notice to the noncustodial parent by May 1; and the noncustodial parent shall provide notice to the noncustodial parent by May 15.
- c. If a parent fails to provide a notification within the time periods described, the complying parent may determine the schedule for summer break for the noncomplying parent.
- d. If both parents fail to provide notice within the time periods described, the first parent to provide notice may determine the schedule for summer break for the other parent.

7. The holiday parent-time schedule provided in Utah Code 81-9-302

is as follows:

Even Years	Odd Years	Holiday and Time
Mom	Dad	<p><b>Martin Luther King Jr. Holiday</b></p> <p>(1) Holiday begins Friday at:</p> <ol style="list-style-type: none"> <li>a. 9:00 am if school is not in session and the parent can be with the child;</li> <li>b. The time that school is regularly dismiss; or</li> <li>c. 6:00 pm at the election of the parent granted the holiday.</li> </ol> <p>(2) Holiday ends at 7:00 pm on the day before school resumes.</p>

Dad	Mom	<p><b>President's Day</b></p> <p>(1) Holiday begins Friday at:</p> <ul style="list-style-type: none"> <li>a. 9:00 am if school is not in session and the parent can be with the child;</li> <li>b. The time that school is regularly dismiss; or</li> <li>c. 6:00 pm at the election of the parent granted the holiday.</li> </ul> <p>(2) Holiday ends at 7:00 pm on the day before school resumes.</p>
Mom	Dad	<p><b>Spring Break</b></p> <p>(1) Holiday begins at 6:00 pm on the day that school dismisses for spring break.</p> <p>(2) Holiday ends at 7:00 pm on the day before school resumes.</p>
Dad	Mom	<p><b>Memorial Day</b></p> <p>(1) Holiday begins Friday at:</p> <ul style="list-style-type: none"> <li>a. 9:00 am if school is not in session and the parent can be with the child;</li> <li>b. The time that school is regularly dismiss; or</li> <li>c. 6:00 pm at the election of the parent granted the holiday.</li> </ul> <p>(2) Holiday ends at 7:00 pm on the day before school resumes.</p>
Dad	Mom	<p><b>Juneteenth National Freedom Day</b></p> <p>(1) Holiday begins Friday at:</p> <ul style="list-style-type: none"> <li>a. 6:00 pm on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or</li> </ul>

		<p>b. 9:00 am on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.</p> <p>(2) Holiday ends at 6:00 pm on the day following Juneteenth National Freedom Day.</p>
Mom	Dad	<p><b>Independence Day - July 4<sup>th</sup></b></p> <p>(1) Holiday begins on July 3<sup>rd</sup> at 6:00 pm.</p> <p>(2) Holiday ends on July 5<sup>th</sup> at 6:00 pm.</p>
Dad	Mom	<p><b>Pioneer Day - July 24<sup>th</sup></b></p> <p>(1) Holiday begins on July 23<sup>rd</sup> at 6:00 pm.</p> <p>(2) Holiday ends on July 25<sup>th</sup> at 6:00 pm.</p>
Mom	Dad	<p><b>Labor Day</b></p> <p>(1) Holiday begins Friday at:</p> <p>a. 9:00 am if school is not in session and the parent can be with the child;</p> <p>b. The time that school is regularly dismiss; or</p> <p>c. 6:00 pm at the election of the parent granted the holiday.</p> <p>(2) Holiday ends at 7:00 pm on the day before school resumes.</p>
Dad	Mom	<p><b>Columbus Day</b></p> <p>(1) Holiday begins at 6:00 pm on the day before Columbus Day.</p> <p>(2) Holiday ends at 7:00 pm on Columbus Day.</p>
Mom	Dad	<p><b>Fall Break</b></p> <p>(1) Holiday begins at 6:00 pm on the day that school dismisses for fall break.</p> <p>(2) Holiday ends at 7:00 pm on the day before school resumes.</p>

Dad	Mom	<b>Halloween</b> (1) Holiday begins on October 31 <sup>st</sup> or the day that Halloween is traditionally celebrated in the local community: <ol style="list-style-type: none"> <li>At the time that school is dismissed; or</li> <li>At 4:00 pm if there is no school.</li> </ol> (2) Holiday ends at 9:00 pm on the same day the holiday begins.
Mom	Dad	<b>Veteran's Day</b> (1) Holiday begins at 6:00 pm on the day before Veteran's Day. (2) Holiday ends at 7:00 pm on Veteran's Day.
Dad	Mom	<b>Thanksgiving</b> (1) Holiday begins on Wednesday at: <ol style="list-style-type: none"> <li>6:00 pm; or</li> <li>The time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.</li> </ol> (2) Holiday ends at 7:00 pm on the night before school resumes.
Mom	Dad	<b>First Half of Winter Break</b> (1) Holiday begins at: <ol style="list-style-type: none"> <li>6:00 pm on the day that school dismisses for winter break; or</li> <li>The time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday.</li> </ol> (2) Holiday ends on December 27 <sup>th</sup> at 7:00 pm.
Dad	Mom	<b>Second Half of Winter Break</b>

		(1) Holiday begins on December 27 <sup>th</sup> at 7:00 pm (2) Holiday ends at 7:00 pm on the night before school resumes.
Mom	Dad	<b>The day before or after child's birthday</b> (1) Holiday begins at 3:00 pm (2) Holiday ends at 9:00 pm
Dad	Mom	<b>Child's actual birthday</b> (1) Holiday begins at 3:00 pm (2) Holiday ends at 9:00 pm
Dad	Dad	<b>Father's Day</b> (1) Holiday begins on Father's Day at 9:00 am (2) Holiday ends on Father's Day at 7:00 pm
Mom	Mom	<b>Mother's Day</b> (1) Holiday begins on Mother's Day at 9:00 am (2) Holiday ends on Mother's Day at 7:00 pm

8. **Family Systems Therapy:** The parties are currently involved in family systems therapy and shall continue treatment as prescribed by the current provider. The parties shall abide by any recommendations made by the provider for future treatment. Treatment shall only be discontinued on the recommendation of the provider or an agreement in writing consented to by both parties.

9. **Transportation:** Wherever possible, parent-time exchanges shall occur through the child's school/daycare, wherein the parent ending their parent-time timely drops the child off at school/daycare and the parent beginning their parent-time picks the child up from

school/daycare. In all other instances, the parent beginning his or her parent-time shall be responsible for transportation. The parties shall be mindful of the importance of promptness when parent-time exchanges occur outside of the child's school/daycare.

10. If either party is unavailable to personally transport the child for a parent-time exchange, they may designate an appropriate and responsible person to provide said transportation. If a third party is providing transportation for the child, the parent who elected that individual shall immediately provide the other parent with that third party's name and contact information.

11. **Right of First Refusal:** Pursuant to Utah Code 81-9-202(13), parental care is presumed to be better for the child than surrogate care. Therefore, if either party is available when the other parent is not available to personally care for the child during their parent-time for a period of more than four (4) hours, including overnight, they shall have the right of first refusal. A parent exercising the right of first refusal shall be solely responsible for picking the children up and dropping them back off.

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

13. **Drugs and Alcohol:** The parties shall be restrained from consuming illegal drugs or non-prescribed prescription drugs or abusing prescription drugs at any time. The parties shall be restrained from abusing alcohol while the minor child are in their care or immediately prior to parent-time. If either parent suspects that the other parent is using illegal substances or non-prescribed prescription drugs, or abusing prescription drugs, they may request the

other parent to submit to a drug test. Such testing shall include, at a minimum, an observed 7 panel drug test, or a hair follicle test if they have not completed any other drug tests within the last 12 months. Once requested, the drug test must be completed within 24 hours, if reasonably practical to do so. If the drug test is not completed within 24 hours, it shall be considered positive for illegal drugs. Such tests shall initially be at the expense of the requesting parent, subject to reallocation of costs described below.

- a. The parent who submits to an observed 7 panel drug test or hair follicle test shall instruct the testing facility to release copies of the results to the requesting parent and shall execute any release forms required by the testing facility to effectuate this release of results.
- b. If the drug test comes back positive for illegal drugs, any non-prescribed prescription drugs, or elevated levels of prescription drugs (above the level prescribed), then the parent who failed the test shall immediately reimburse the requesting parent for the cost of the test. Furthermore, that parent shall be restrained from exercising parent-time until they can affirmatively prove that they are no longer abusing any substances.

**14. Address and Phone Number:** The parties shall keep each other informed of their address and telephone number at all times.

#### **Child-Related Finances**

**15. Child Support:** Amanda is employed full-time and earns a gross monthly income of \$3,252.00 for purposes of calculating child support. Byron is employed full-time and earns

a gross monthly income of \$4,080.00 for purposes of calculating child support. For purposes of calculating child support, Amand shall be awarded 237 overnights and Byron shall be awarded 128 overnights. In accordance with Utah Code 81-6-203 and the sole custody worksheet, Byron shall be ordered to pay child support to Amanda for the parties' child in the amount of \$448.00 per month.

- a. The child support will be paid until (1) a 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 80-7-105.
- b. This child support may be submitted to and administered by the Office of Recovery Services (ORS).
- c. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 26B-9-104. 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.
- d. Child support will be paid in two increments each month; half on the 5<sup>th</sup> and half on the 20<sup>th</sup> of each month.

16. **Medical Insurance Coverage:** The party with the best coverage shall be ordered to maintain in force any and all health insurance for the minor child, when it is available at a reasonable cost and the insurance coverage is accessible to the child.

17. If at any time the child is covered by the insurance plans of both parents, Byron's plan shall be designated as primary coverage and Amanda's plan shall be secondary coverage for the child. *Utah Code 81-6-208(3)(c)*.

18. If a parent remarries and their dependent child is not covered by their 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 shall retain the same designation for primary or secondary insurance as described above.

19. If the court or an administrative agency must determine which parent shall be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

- a. Reasonableness of the cost;
- b. Availability of a group insurance policy;
- c. Coverage of the policy; and
- d. Preference of the custodial parent.

20. The party who carries the insurance on the child shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent child, and after initial enrollment on or before January 2 of each calendar year. That party

shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or shall have known of the change.

**21. Medical Insurance Premiums:** In accordance with Utah Code 81-6-208(3)(d), both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child'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 result by the number of minor children of the parties. The insurance premium shall be automatically added to or subtracted from the child support obligation above.

**22. Out-of-Pocket Medical Expenses:** Each party shall pay one-half of all reasonable and necessary health, optical, hospital, dental, orthodontic, psychological, and other medical expenses of the parties' minor child including, but not limited to: out-of-pocket costs actually paid by either parent for the minor child's portion of health, optical, hospital, dental, orthodontic, psychological, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, orthodontic, psychological, and other medical expenses, including deductibles and co-payments, incurred for the dependent child and actually paid by either parent.

**23.** Either parent who incurs health, optical, hospital, dental, orthodontic, psychological, and other medical expenses for the parties' minor child shall provide

written verification of the costs and payment for the expenses to the other parent within thirty (30) days of payment. The other parent shall reimburse them within thirty (30) days of receiving verification of payment. 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.

**24. Notice to Medical/Dental Expense Creditors:** Pursuant to Utah Code 15-4-6.7, Utah Code 81-3-105, and Utah Code 81-4-501(2)-(4), when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Utah Code 81-4-501(2)-(4), 81-4-204, or 81-6-208, or an administrative order under 62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

- a. Each party shall send a copy of the Decree of Divorce to the creditor of the particular medical or dental expense of the minor children;
- b. Notify the particular creditor of that party's current address; and

- c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah Code 70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

25. **Childcare:** Each party shall be responsible and liable for any of the reasonable childcare costs actually incurred each month as a result of that party's need for childcare.

26. **Taxes:** The parties shall alternate years wherein each may claim the child as a tax exemption and be awarded any tax credits related to the child for the purpose of calculating their State and Federal income taxes, beginning with Amanda claiming the child for tax year 2025.

27. Byron's ability to claim the exemption/credits for the minor child shall be conditioned on his being current on December 31<sup>st</sup> of that tax year in his support obligations to Amanda.

28. Upon reasonable advance notice and request, each party shall provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

29. **Extracurricular Activities:** If the parties have agreed in writing to the child's participation in an extracurricular activity, then they shall equally share the costs associated therewith. Neither party is obligated to facilitate the child's participation in an extracurricular activity during their parent-time if they did not agree to the child's involvement.

30. **Education-Related Expenses:** The parties shall be equally responsible for any and all of the children's educational-related expenses. Said expenses include, but are not limited to: enrollment fees, school clothing, school supplies, tutoring, field trips, school lunches, and any other school-related activities.

### **Parenting Plan**

31. **Mutual Restraining Order:** The parties are restrained from disparaging the other party to or in the presence of the child and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or any adult topics with or in the presence of the child and are to instruct third-parties to also be so restrained.

32. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

33. **Communication:** Each party is restrained from using the minor child as a messenger for any purpose. The parties shall share all information about the children regarding special events, homework assignments, parent-teacher meetings, report cards, medical events, and/or prescriptions to which the other parent may not have access. Information relating to the child shall be provided to the other parent as soon as practical.

Neither party is allowed to block the other from the minor child's phone. Neither party will interrupt important events or activities that the minor child is participating in. If it is an emergency, the other parent can be notified through text or phone.

34. **Our Family Wizard:** The parties shall use Our Family Wizard for all communications concerning parenting of the minor child with each party bearing the costs of using the service.

35. The parties will communicate only regarding issues relative to the welfare of the minor child. The parties may use text message or a phone call only in the event of an emergency. Any communication between the parties will be civil in nature and free from any disparaging comments, threats, or derogatory language. The parties will refrain from sending multiple messages in a day and each party will make their best efforts to respond to any messages within 24 hours.

36. **Child Rearing:** The parties shall focus their attention on conversations about the child rather than each other. The parties shall encourage the child to understand that differences in parenting styles and households occur and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the child so long as it is not detrimental to the child's development.

37. In an effort to maintain some consistency and standards for discipline, the parties shall attempt to adopt behavior rules that will apply in both homes. This shall include: bedtime, homework, types of movies and video games the child are allowed to watch/play,

and frequency of television and computer time. Shall the child complain about a particular parent's rules for them, the explanation shall be that it must be resolved with the other parent so that the parents do not become an ally with the child in that regard. If it is perceived by one party that the discipline of the other is inappropriate, the discussion shall be had in a private and appropriate setting with the other parent, without going through the child.

38. **Medical Information:** Both parties have the right to obtain medical information on the minor child from healthcare providers directly without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for all medical and dental provider contact.

39. **Educational Information:** Both parties have the right to obtain educational information on the child directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact.

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

41. **Decision-making:** All major decisions concerning the child, including health, education, and general welfare, religion, daycare, medical/dental treatment, and therapy will be discussed. Further, the parties will use the following decision-making procedure:

- a. Identify the issue

- b. Develop possible solutions
- c. Choose the most sensible solution that considers the needs and interests of everyone involved

42. **Tie-Breaking Procedure:** Under the terms of the above paragraph, the parties will discuss major decisions together, focusing on objective criteria and facts, and involving any professional who may be of assistance. Major decisions include where a child attends school, elective medical, and changing a child's religion. If they are unable to reach an agreement, the parties will attend mediation prior to bringing the matter before the court.

43. **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 immediately notify the other parent of the emergency.

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

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

46. **Religion:** The parties shall support and respect the other's religious preferences and shall encourage the child's participation in religious activities with both parents. Both parents are free to choose an appropriate religion to participate in with the child and are

likewise free to refrain from being affiliated with a religion. If the minor child express interest in learning about other religions, the parties shall support the same.

47. **Out-of-State Travel:** Any parent intending to take a child out of state will provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for emergency communication. The parties will comply with the provisions of Utah Code 81-9-202(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.

48. If the child will be travelling for more than 2 days, the party arranging the travel will notify the other party at least 30 days in advance. That party will give the other party the travel schedule, locations and phone numbers at least 7 days in advance. In case of emergency, the party will provide as much notice as possible.

49. **Relocation:** Neither party may relocate with the minor child more than 50 miles from their current residence without a written agreement signed by the parties or further court order.

50. **Tattooing, Body Piercing, and Permanent Cosmetics:** Neither parent will or allow others to permanently change the appearance of the child's body, including but not limited to: body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

51. **Gun Safety:** The parties shall store all firearms in a locked safe in their respective residence at all time while the child is present. A party who desires to take the child

shooting, until the child is 12 years of age, shall notify the other party in writing 48 hours in advance of the activity.

52. **Corporal Punishment:** The parties will refrain from using corporal punishment with the minor child and shall keep third parties from doing so.

53. **Romantic Partners:** The parties shall not introduce romantic partners to the child and/or have romantic or unrelated opposite sex guests spend the night while the child is present unless they are in a serious relationship (dating for more than six months), engaged, or married.

54. **Mediation Before Litigation:** If the parties have a dispute concerning an issue addressed in the parent time 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.

#### **Debts and Obligations**

55. During the course of the marriage, the parties acquired certain debts and obligations. Each party shall be ordered to assume and pay the debts and hold the other harmless from liability as follows:

<b>Debt</b>	<b>Approximate Balance</b>	<b>Responsible Party</b>
Mountain America *0000	\$7,000.00	Byron Roach
Jordan Credit Union *3256	\$5,500.00	Amanda Roach
Mountain America *3256	\$80,000.00	Amanda Roach & Byron Roach (each to pay half)

56. Each party shall assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, student loans, utility bills) incurred by that party after separation.

57. Pursuant to Utah Code 81-4-406(4), the parties shall notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

**Personal Property**

58. **Personal Property:** During the course of the marriage relationship, the parties acquired certain items of personal property which shall be divided as follows:

<b><i>Property</i></b>	<b><i>Awarded To</i></b>
2014 Nissan Pathfinder	Amanda
2011 Honda Civic	Byron
2021 Camper	Amanda

59. In lieu of Byron's financial interest in the Camper, Byron shall be awarded half of the value, as demonstrated by an appraisal by a means agreed upon by the parties, in an a payment from Amanda to be made by crediting Byron in the amount determined via additional equity from the sale of the marital home.

60. **Secured Debt:** Each party being awarded property shall also be responsible for the debt associated therewith.

61. **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.

62. **Personal Belongings:** Each party shall be awarded their own personal belongings.

63. **Businesses:** During the course of the marriage, the parties have not acquired an interest in any business entities.

#### **Retirement assets and Life Insurance**

64. During the course of the marriage, the parties have acquired pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans. The retirement assets and life insurance accrued during the marriage are to be divided as follows:

<b><i>Debt</i></b>	<b><i>Approximate Balance</i></b>	<b><i>Responsible Party</i></b>
Charles Schwab - IRA - *7924	\$33,500.00	Amanda
American Family Insurance - IRA - *1111	\$3,400.00	Byron
American Family Life Insurance	\$100,000.00	Amanda
Charles Schwab IRA	\$25,800	Byron

65. Other property shall be divided as the parties agree. If the parties cannot agree then the parties shall attend mediation.

#### **Real Property**

66. During the marriage, the parties have acquired an interest in real property, commonly known as 2383 West 6830 South, West Jordan, Utah 84084 (the “Marital Home”).

67. The parties shall engage a mutually agreed upon listing realtor to handle the sale of the Marital Home within 30 days of the signing of this agreement to initiate the process of listing the home for sale as soon as reasonably possible thereafter.

68. The parties shall defer all decisions concerning pricing, repairs, etc. to the discretion of the listing realtor.

69. It is reasonable, necessary and proper that Amanda be awarded the exclusive use and possession of said real property subject to assuming the first mortgage obligation owing on the property, as well as the taxes and insurance associated with the property. Additionally, Amanda shall be responsible for all utilities associated with property.

70. Byron shall move out of the marital within forty-five (45) days of the signing of this agreement.

71. Amandas responsibility for all of the expenses associated with the property shall begin as of the first day of the month immediately following the month Byron moves out of the home.

72. The net equity resulting from the sale of the Marital Home shall be divided equally between the parties except as otherwise described herein.

73. Neither party shall be allowed to withdraw funds from the Mountain America HELOC secured by the Marital Home except that if Amanda misses a payment of the first Mortgage on the Marital Home, funds from the HELOC may be used to bring the mortgage current. Any funds used to bring the first mortgage current shall be accounted

for in division of equity on the Marital home by crediting Byron the funds used in additional equity paid upon sale of the Marital Home.

**Miscellaneous**

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

75. **Restoration of Maiden Name:** Amanda's name shall be restored to Amanda Leigh Schafer, or any other name, if she so chooses.

76. **Delivery of Documents and Duty to Sign Documents:** Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court. Shall a party fail to execute a document within 90 days of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

77. **Interpretation/Applicability:** This document shall be governed by Utah law in all respects. Any references to Utah statute herein shall mean the Utah Code in effect as of the date of entry of the final order.

78. **Severability:** If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it

shall not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

79. **Disclosure:** The parties acknowledge that each has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and that this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

80. **Full Settlement:** Contingent on the court entering final orders fully consistent with the terms hereof, this Agreement shall fully and finally resolve both parties' pending petitions for divorce. The terms set forth herein shall affect a full and complete settlement of all claims and disputes between the parties, and supersedes any prior oral or written agreements between them. Both parties acknowledge that this Agreement is a compromise settlement agreement resolving disputed claims, and that the terms hereof cannot be construed as an admission of any kind of fault or wrongdoing on the part of either party. Without limiting the generality of the foregoing, each party hereby represents and warrants

that he/she/they: has conducted all discovery that he/she/they wishes to conduct and is satisfied that he/she/they has adequate information to settle this case; has carefully read this Agreement and had ample opportunity to discuss the terms hereof with independent legal counsel of his/her/their own choosing; understands the foregoing and intends and agrees to be bound hereby of his/her/their own free will and volition (free from duress, coercion, or undue influence of any kind); and attests that the above terms are fair, equitable, reasonable, and in the best interests of the parties' child.

81. **No Construction Against Drafter:** Each of the parties understands, acknowledges, and agrees that they have contributed to drafting this Agreement, and specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

**[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]**

**APPROVED AS TO FORM AND CONTENT:**

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Paul Benson

*Attorney for Byron Preston Roach*

*(Intentionally left blank)*

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

BYRON PRESTON ROACH: 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 Amanda Leigh Roach's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from November 17, 2025.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 25<sup>th</sup> day of November 2025, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Notification to:

**Paul Benson**

Email: paul.benson@ascentlaw.com

*Attorney for Byron Preston Roach*

/s/ Kimberlee Blackner

Kimberlee Blackner

*Paralegal for Amanda Leigh Roach*