

The Order of the Court is stated below:

Dated: March 28, 2023  
10:22:42 AM

/s/ KEITH KELLY  
District Court Judge



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IN THE THIRD JUDICIAL DISTRICT COURT  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of: HANNAH JORDAN, Petitioner, and JOHN JORDAN, Respondent.	<b>DECREE OF DIVORCE</b>  Civil No. 224905802 JUDGE KEITH KELLY COMMISSIONER MICHELLE BLOMQUIST
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Petitioner having filed a *Petition for Decree of Divorce* against Respondent, the parties having attended an informal trial and entered into a stipulation resolving all issues, and the Court having previously entered its written *Findings of Fact and Conclusions of Law*,

**NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED  
AND DECREED AS FOLLOWS**

- Jurisdiction:** This Court has subject matter and personal jurisdiction over the parties and their children. The parties have been residents of Salt Lake County for more than three months prior to the commencement of this action.
- Grounds:** The parties were married on June 2, 2018 and are awarded a divorce on the grounds of irreconcilable differences.
- Issue:** There has been two minor children born of the parties: J.C.J. (born January 2020) and R.J.J. (born October 2021). The minor children have been residents of Utah for more than six months immediately prior to the commencement of this action. There are no other cases

concerning the minor children, other than these proceedings. There is no other person not a party to these proceedings who claims to have custody or visitation rights of the minor children.

**4. Physical Custody / Parent–Time:** It is in the best interest of the children for the parties to be awarded joint physical custody with parent-time as agreed by the parties. If the parties cannot agree, Father will have parent-time not less than U.C.A. §30-3-35.1 with the presumption that his time will gradually increase as the children get older. After two years the parties will attend a Binding Mediation<sup>1</sup> with Custody Evaluator Cyndi Tangren who will complete a Mediation-Based Custody Consultation with to determine if it’s in the best interest of the children for parent-time to be as set forth in U.C.A. §30-3-35.2.

**5. Holidays:** The following holidays will be divided as set forth below.

<b>Holiday</b>	<b>Holiday Time Period</b>	<b>Father Awarded</b>	<b>Mother Awarded</b>
Dr. Martin Luther King Jr. Day	Beginning when school is regularly dismissed for the holiday, or 9 a.m. on Friday if the child is not in school, through the morning when school resumes, or 9 a.m. on Tuesday if the child is not in school.	Odd	Even
President's	Beginning when school is regularly dismissed for the holiday, or 9 a.m. on Friday if the child is not in	Even	Odd

1 A binding mediation is a process where the parties will in good faith mediate the disputed issue, but if they cannot reach a mutually agreeable decision, they agree to accept the recommendations of the mediator as binding. The parties understand that by consenting to attend binding mediation:

- a.the Rules of Evidence will not apply;
- b. the parties will be allowed to make any ex-parte statement to the mediator;
- c. the parties will be allowed to present any document or other evidence to the mediator;
- d. the parties (or counsel) will not be able to question the other party, but the mediator may do so;
- e. the parties will not be able to object to any statement or evidence of the other party;
- f. if the parties are unable to settle the case, the parties will be bound by the recommendations made by the mediator as if entered after a formal trial; and
- g. the parties agree to waive their right of appeal.

Day	school, through the morning when school resumes, or 9 a.m. on Tuesday if the child is not in school.		
Spring Break	Beginning when school is regularly dismissed for the holiday, or 9 a.m. if school is not in session, through the morning when school resumes, or 9 a.m. if school is not in session.	Odd	Even
Memorial Day	Beginning when school is regularly dismissed for the holiday, or 9 a.m. on Friday if the child is not in school, through the morning when school resumes, or 9 a.m. on Tuesday if the child is not in school.	Even	Odd
Mother's Day	Beginning when school is regularly dismissed for the weekend, or 9 a.m. on Friday if the child is not in school, through the morning when school resumes, or 9 a.m. on Monday if the child is not in school.		Every Year
Father's Day	Beginning when school is regularly dismissed for the weekend, or 9 a.m. on Friday if the child is not in school, through the morning when school resumes, or 9 a.m. on Monday if the child is not in school.	Every Year	
Independence Day	Beginning July 3rd at 6 p.m. through July 5th at 6 p.m.	Odd	Even
Pioneer Day	Beginning July 23rd at 6 p.m. through July 25th at 6 p.m.	Even	Odd
Labor Day	Beginning when school is regularly dismissed for the holiday, or 9 a.m. on Friday if the child is not in school, through the morning when school resumes, or 9 a.m. on Tuesday if the child is not in school.	Odd	Even
Fall Break	Beginning when school is regularly dismissed for the holiday, or 9 a.m. if school is not in session, through the morning when school resumes, or 9 a.m. if school is not in session.	Odd	Even
Halloween	Beginning when school is regularly dismissed on October 31 <sup>st</sup> , or at 9 a.m. if there is no school until the following day upon delivering the child to school, or 9 a.m. if the child is not in school.	Even	Odd
Thanksgiving	Beginning when school is regularly dismissed for the holiday, or 9 a.m. on Wednesday if the child is not in	Even	Odd

	school, through the morning when school resumes, or 9 a.m. on Monday if the child is not in school.		
Winter Break (First Half)	Beginning at the time that school is regularly dismissed for this holiday, or December 20 <sup>th</sup> 9 a.m. if the child is not in school through December 27 <sup>th</sup> at 7 p.m.	Odd	Even
Winter Break (Second Half)	Beginning December 27 <sup>th</sup> at 7 p.m. through the morning when school resumes, or 9:00 on January 3 <sup>rd</sup> if the child is not in school.	Even	Odd
Day of Child's Birthday	3:00 p.m.- 9:00 p.m.	Even	Odd
Day Before or After Child's Birthday	3:00 p.m.- 9:00 p.m.	Odd	Even
Extended Parent-Time	As set forth by U.C.A. §30-3-35.2.	Every year	Every year

**6. Transportation:** The receiving party shall pick up the children at the beginning of his or her parent-time.

**7. Virtual Parent-Time:** Each parent shall permit and encourage, during reasonable hours, reasonable (age appropriate) and uncensored virtual communication with the child. Neither party should restrict the child's ability to contact the other parent, at any time, when a child is away from that parent. Each parent shall manage the use of the communication device during his/her parent-time.

**8. Relocation:** If either party relocates more than 150 miles, he/she will provide the required notification as set forth by U.C.A. §30-3-37.

9. **Legal Custody:** It is in the children's best interest that the parties are awarded joint legal custody of the minor children.

10. **Decision Making:** Both parties shall have the primary authority to make routine decisions regarding the children's day-to-day activities while the child is in his/her care. Each party shall consult with the other before making major decisions related to the children, including education, medical or health care, and religious upbringing of the children.

11. **Sharing Information:** Each party shall have access to all educational, childcare, and medical records of each child. Each parent shall provide the other with his/her current address, telephone number, and email address. Mother shall be listed as the emergency contact.

12. **Medical Plan:** Both parents shall notify the other party immediately in the event of a medical emergency. Emergency decisions affecting health or safety of the children shall be made by the parent who is with the children at the time, and that parent should provide notice to the other parent as soon as possible. Both parties shall be required to come to an agreement and receive prior consent in the event of elective surgery or an elective procedure.

13. **Education Plan:** In accordance with U.C.A. §30-3-33(7), regular in-person school may not be interrupted for the exercise of parent-time. Both parents shall have access directly to school reports, and both shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions. Both parents shall be included on the child's school contact list and notified in the event of an emergency. The parties agree that they will reside within 20 miles of Riverton, Utah and that Hannah's address will be used for purpose of school registration.

**14. Extracurricular Activities:** The parties will agree on any extracurricular activities that affect the other parent's time. They will share the costs of agreed on activities equally. If the parents do not agree, a parent may still enroll a child in an activity and cover the cost in full as long as it does not affect the other's time.

**15. Dispute Resolution:** If the parties are unable to reach a joint decision concerning the minor child, they will attend a mediation and equally share the cost of the mediator.

**16. Mutual Restraining Order:** The protective order case number 224906236 shall be dismissed with prejudice. The parties are restrained from disparaging the other to or in the presence of the minor children and are to instruct third parties to also be so restrained. Neither party shall not commit or try to commit any form of violence against each other or any of the children. This includes stalking, harassing, threatening, physically hurting, or causing any other form of abuse. Neither party will enter the home of the other without permission the other party

**17. Communication:** The parties will communicate with each other via telephone in emergencies or time sensitive circumstances, and by text message or email for the limited purpose of arranging parent time and addressing child related issues and the logistics of implementation court orders. All communication will be civil. The children will not be used as messengers between the parties.

**18. Child Support:** Beginning April 1, 2023, child support is awarded to Hannah in the amount of \$731 based on Hannah's earning capacity of \$3,000 per month and 220 overnights and John's earning capacity of \$5,833 and 145 overnights. Support for the child terminates at the time: (1) each child become eighteen years of age and has graduated from high school during the child's normal and expected year of graduation, or (2) a child dies, marries, becomes a member of the

armed forces of the United States, or is emancipated. Pursuant to Utah Code Ann. § 78B-12-210(8) and (9), the parties have a right to adjust this child support.

**19. Healthcare Insurance:** John shall maintain healthcare insurance on behalf of the children so long as it remains available at his place of employment at a reasonable expense. He shall provide verification to Hannah within thirty (30) days if there are any changes. The parties are equally responsible for all the cost of the child's portion of the insurance premiums. If at any point in time, the children are covered by insurance plans of both parents, the insurance of John shall be primary, and each shall pay his/her own premiums.

**20. Healthcare:** The parties are equally responsible for all reasonable and necessary medical, dental, orthodontic, optical, pharmaceutical, counseling, premiums, copays and deductible expenses that are incurred on behalf of a minor child and not covered by insurance. The party who incurs the medical expense shall provide written verification of the cost and payment of the expenses to the other party within 30 days of payment. Reimbursement by the other party shall be within 30 days. A parent incurring medical expenses shall be denied the right to recover the other party's share of the expenses if that party fails to comply with this provision.

**21. Childcare:** The parties shall share the expenses for work, career, or occupational training-related childcare expenses if more than four hours as set forth in U.C.A. § 78B-12-214-215. Prior to obligating the other party for a childcare expense, he/she will be provided the first right to refuse care, if it is more than four hours.

**22. Tax Credits:** John is awarded both children for the 2023 tax year. Beginning 2024, the tax credits/deductions related to the minor children should be shared equally with Hannah claiming

the older child and John claiming the younger child. When there is only one child of minor age, Hannah shall claim the child in even years and John in odd years.

**23. Real Property:** Hannah shall be awarded the home located at 3268 West 11925 South, Riverton, UT and the rental property located at 5363 S 2000 W Roy, UT 84067. She will hold John harmless of any debt associated with these properties and refinance the joint mortgages as soon as possible, but no later than August 31, 2023. Hannah is awarded the account receivable from Ben Jordan and is required to pay off the Home Equity Line of Credit on the marital home which secured this loan. John will assign Hannah his interest in the promissory note and will personally guarantee the payments. John shall be awarded the rental properties located at 528 E 21<sup>st</sup>. St. Ogden, UT 84401. He shall hold Hannah harmless of any debts associated with this property.

**24. Personal Property:** Each party is awarded his and her own personal items, clothing, jewelry, possessions, and all his or her personal property brought into the relationship (excluding furnishing). The marital property will be divided equally between the parties. If there is a dispute concerning the division of personal property, the parties shall create a list of all disputed items and take turns picking one item from the list until all the items have been chosen.

**25. Bank Accounts/ Retirement/ Investments:** Each is awarded his/her own accounts. Any joint accounts shall be closed with any funds or liabilities divided equally.

**26. Business:** John shall receive 100% of the remaining business buyout.

**27. Debts:** The parties shall each pay his/her own debts. The parties shall file their 2022 taxes jointly with John responsible for any tax liability for 2021 and 2022.



**28. Vehicles:** Hannah will return her leased vehicle as directed by ConnectionZ by April 1, 2023. John will pay the March 2023 lease payment. Each is awarded the cash in his/her possession from the sale of the horse trailer. ConnectionZ will pick up their Bronco from the Riverton Home by March 15, 2023.

**29. Alimony:** There is no alimony, and it is forever waived.

**30. Maiden Name:** Hannah may be restored to her former maiden name, Hannah Rippley.

**31. Attorney Fees:** Each party shall pay his and her own attorney fees and costs.

**32. Cooperation:** Hannah and John shall cooperate with each other to effect change in titles, and deeds and to cooperate in each and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail.

**33. Disclosure:** The parties affirm that the incomes, assets, and other financial information included in their financial declarations and herein is accurate and truthful to the best of his or her knowledge. In accordance with Rule 26.1 of the Utah Rules of Civil Procedure, the parties agree that if any other assets, accounts receivable, or incomes which were not disclosed are discovered, that such non-disclosed assets are to be awarded to the other party and that the other party is awarded all of his/her attorney fees related to the non-disclosed assets in addition to any other sanctions deemed appropriate by the court.

**SO ORDERED.**

***Order becomes effective on the date of electronically added signature and seal on page one.***

**APPROVED BY:**

/s/ Robert W. Peterson

Robert W. Peterson, Attorney for Petitioner

**Notice Pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure**

Notice is hereby given that pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure, that this Order prepared by Respondent'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 7<sup>th</sup> day of March, 2023, a true and correct copy of the foregoing document was served by email to counsel for Petitioner.

/s/Jonathan G. Winn