

Megan Lynn Gallagher
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Online Court Assistance Program

Check your email. You will receive information and documents at this email address.

I am the Petitioner

In the District Court of Utah
Third Judicial District, Salt Lake County
Salt Lake City - Third District Court, 450 South State Street, Salt Lake City, UT 84114

In the Matter of the Marriage of

Megan Lynn Gallagher

and

Robert Daniel Gallagher

Divorce Decree and Judgment

Case Number: **234903304**

Judge: **Judge Corum**

Commissioner: **Commissioner Luhn**

The court decrees:

Divorce

1. **Megan Lynn Gallagher** is granted a divorce based on her Affidavit of Jurisdiction and Grounds. The divorce will become final upon entry of the divorce decree.

Children

2. **Megan Lynn Gallagher** and **Robert Daniel Gallagher** are the legal parents of the following children (Utah Code 78B-15-101 et seq.). This court has jurisdiction to make orders about these children.

a. **Sloane Madison Gallagher** **Born 11/22/2019**

Children - custody

3. The parties are awarded Joint Legal and Joint Physical Custody of their children. The children will live in **Megan Lynn Gallagher's** home **183** overnights each year and in **Robert Daniel Gallagher's** home **182** overnights each year. The court approves the following Parenting Plan.

Parenting Plan parent-time

The parents will follow a custom parent-time schedule.

Rob and Megan will continue the current parent-time schedule (2 nights with Megan, 2 nights with Rob, etc.) until both parties agree that it's time for an adjustment. In the case of schedule conflicts, the parent with Sloane will coordinate care for her.

Parent-time for special occasions

4. 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 30-3-35, 35.1)

| Holiday | Holiday Time Period | Years and Parent Granted Holiday | Years and Parent Granted Holiday |
|--|--|--|--|
| Labor Day (Custom) | Labor Day Weekend will follow the scheduled and agreed upon two nights on/ two nights off pattern. Should either/both parents want to have an exception, they will discuss and adjust as necessary. | | |
| Columbus Day (Custom) | Columbus Day Weekend will follow the scheduled and agreed upon two nights on/ two nights off pattern. Should either/both parents want to have an exception, they will discuss and adjust as necessary. | | |
| Fall Break (Custom) | Fall Break (UEA) will follow the scheduled and agreed upon two nights on/ two nights off pattern. Should either/both parents want to have an exception, they will discuss and adjust as necessary. | | |
| Halloween (Custom) | Halloween will follow the scheduled and agreed upon two nights on/ two nights off pattern. Should either/both parents want to have an exception, they will discuss and adjust as necessary. | | |
| Veterans Day (Custom) | Veteran's Day will follow the scheduled and agreed upon two nights on/ two nights off pattern. Should either/both parents want to have an exception, they will discuss and adjust as necessary. | | |
| Thanksgiving Break Children 5 to 18 years of age (Utah Code 30-3-35.1) | (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 of the child to school on the Monday following Thanksgiving or | Even Years Megan Lynn Gallaugher | Odd Years Robert Daniel Gallaugher |

| | | | |
|--|---|--|--|
| | (b) at 8 a.m. on the Monday following Thanksgiving if there is no school. | | |
| Winter Break (Custom) | Winter Break will follow the scheduled and agreed upon two nights on/ two nights off pattern. Should either/both parents want to have an exception, they will discuss and adjust as necessary. | | |
| Christmas Eve (4 pm to 9 pm) | (1) Holiday begins on December 24 th at 4 p.m. (2) Holiday ends on December 24 th at 9 p.m. | Odd Years Megan Lynn Gallaugher | Even Years Robert Daniel Gallaugher |
| Christmas Day (9 pm 24 th to 9 pm 25 th) | (1) Holiday begins on December 24 th at 9 p.m. (2) Holiday ends on December 25 th at 9 p.m. | Odd Years Megan Lynn Gallaugher | Even Years Robert Daniel Gallaugher |
| New Year's Eve (4 pm 31 st to 9 am 1 st) | (1) Holiday begins on December 31 st at 4 p.m. (2) Holiday ends on January 1 st at 9 a.m. | Odd Years Robert Daniel Gallaugher | Even Years Megan Lynn Gallaugher |
| New Year's Day (9 am 1 st to 9 pm 1 st) | (1) Holiday begins on January 1 st at 9 a.m. (2) Holiday ends on January 1 st at 9 p.m. | Odd Years Robert Daniel Gallaugher | Even Years Megan Lynn Gallaugher |
| Dr. Martin Luther King Jr. Day (Custom) | Martin Luther King Day Weekend will follow the scheduled and agreed upon two nights on/ two nights off pattern. Should either/both parents want to have an exception, they will discuss and adjust as necessary. | | |
| President's Day (Custom) | President's Day Weekend will follow the scheduled and agreed upon two nights on/ two nights off pattern. Should either/both parents want to have an exception, they will discuss and adjust as necessary. | | |
| Spring Break (Custom) | Spring Break will follow the scheduled and agreed upon two nights on/ two nights off pattern. Should either/both parents want to have an exception, they will discuss and adjust as necessary. | | |
| Mother's Day Children 5 to 18 years of age (Utah Code 30-3-35 and 30-3-35.1) | (1) Holiday begins Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m. | All Years: Megan Lynn Gallaugher | All Years: Megan Lynn Gallaugher |
| Memorial Day (Custom) | Memorial Day weekend will follow the scheduled and agreed upon two nights on/ two nights off pattern. Should either/both parents want to have an exception, they will discuss and adjust as necessary. | | |
| Father's Day Children 5 to 18 years of age (Utah Code 30-3-35 and 30-3-35.1) | (1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m. | All Years: Robert Daniel Gallaugher is the father | All Years: Robert Daniel Gallaugher is the father |
| Juneteenth | Juneteenth National Freedom Day will follow the scheduled and agreed upon | | |

| | |
|---------------------------------------|---|
| National Freedom Day Holiday (Custom) | two nights on/ two nights off pattern. Should either/both parents want to have an exception, they will discuss and adjust as necessary. |
| Summer Break (Custom) | Summer Break will follow the scheduled and agreed upon two nights on/ two nights off pattern. Should either/both parents want to have an exception, they will discuss and adjust as necessary. |
| Independence Day (Custom) | Independence Day will follow the scheduled and agreed upon two nights on/ two nights off pattern. Should either/both parents want to have an exception, they will discuss and adjust as necessary. |
| Pioneer Day (Custom) | Pioneer Day will follow the scheduled and agreed upon two nights on/ two nights off pattern. Should either/both parents want to have an exception, they will discuss and adjust as necessary. |
| Child's Birthday Custom | Sloane's Birthday will follow the scheduled and agreed upon two nights on/ two nights off pattern. Should either/both parents want to have an exception, they will discuss and adjust as necessary. |

Parent-time transfers

5. 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.

Decision-making

6. The following applies to the Parenting Plan:

- 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

7. The school the children will attend is based on **Robert Daniel Gallagher's** home residence.

8. **Megan Lynn Gallagher** has authority to check the children out of school.
9. **Robert Daniel Gallagher** has authority to check the children out of school.
10. **Megan Lynn Gallagher** has access to the children during school.
11. **Robert Daniel Gallagher** has access to the children during school.

Communication with each other

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

Communication with the children

13. 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.

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

By any method

Records and information sharing

14. 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

15. 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. 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 7 days in advance. In case of emergency, the parent will provide as much notice as possible.

Relocation of a parent (Utah Code 30-3-37)

16. Neither parent may relocate with the minor children more than 50 miles from their

current residence without a written agreement signed by the parties or further court order.

Changing the plan

17. This plan remains in effect until changed. A change must be agreed to by both parents and in the following manner:

- Major or permanent changes must be in writing, but minor or temporary changes can be made orally.

Resolving disputes

18. 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: **Counseling**

Additional parenting responsibilities, expectations or commitments

19. **No additional provisions.**

Military service by a parent (Utah Code 78B-20-4)

20. Neither parent is a servicemember.

21. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

Income: Megan Lynn Gallagher (Utah Code 78B-12-203)

22. **Megan Lynn Gallagher's** gross monthly income for child support purposes is **\$10,236.00**. Her base child support amount using the joint custody calculation is **\$0.00** per month. She receives the following gross monthly income:

- a. **Megan Lynn Gallagher** is employed at **CHG Healthcare**. She earns **\$10,236.00** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Robert Daniel Gallagher

23. **Robert Daniel Gallagher's** gross monthly income for child support purposes is **\$13,000.00**. His base child support amount using the joint custody calculation is

\$133.00 per month. He receives the following gross monthly income:

- a. **Robert Daniel Gallagher** is employed at **CHG Healthcare**. He earns **\$13,000.00** gross (pre-tax) monthly income working a 40-hour a week job or less.

Child support (Utah Code 78B-12-202 et seq.)

24. Robert Daniel Gallagher is ordered to pay child support to **Megan Lynn Gallagher** as follows:

- a. **\$133.00** per month base support. This amount complies with the Utah Child Support Act.

Support for each child ends when:

- a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later (Utah Code 78B-12-219(1)), or
- a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78B-12-219(1), Utah Code 78A-6-801).

25. Child support payments will start the month immediately following entry of the order.

The payment schedule will be:

- one half by the 5th day of each month, and
- the other half by the 20th day of each month.

Child support not paid by the 5th day of the month is past due on the 6th day of the month. Child support not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect support, their payment schedule will be followed.

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

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

28. 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.

(Utah Code 78B-12-210(8)).

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 26B-9-211).

29. 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 78B-12-210(7) and (9)).

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 78B-12-210(7)).

Dependent children for tax purposes

30. **Robert Daniel Gallagher** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Megan Lynn Gallagher** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

Child health care (Utah Code 78B-12-212)

31. 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 78B-12-102(13).

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:

- **Megan Lynn Gallagher's** insurance will be primary coverage.
- **Robert Daniel Gallagher'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:

- **Megan Lynn Gallagher spouse's** insurance will be primary coverage.
- **Robert Daniel Gallagher 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 78B-12-214)

32. 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)

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

Personal property (Utah Code 30-3-5)

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

35. The following vehicles will be divided as indicated:

a. **Robert Daniel Gallagher** will receive the following vehicles:

i. Make: **Toyota**, Model: **Tacoma**, Year: **2008**, VIN: **Unknown**
Estimated current value: **\$18,000.00**
Owner (before divorce): **Robert Daniel Gallagher**

b. **Megan Lynn Gallagher** will receive the following vehicles:

i. Make: **Toyota**, Model: **RAV4**, Year: **2021**, VIN: **Unknown**
Estimated current value: **\$37,761.00**
Owner (before divorce): **Megan Lynn Gallagher**

Lien 1

This vehicle is security for the following loan

Lender: **UFirst Credit Union**
Address: **P.O. Box 58025**
Salt Lake City Utah, 84158

Amount Owed: **\$33,179.00**

Monthly Payment: **\$613.75**

Megan Lynn Gallagher will pay: **The entire debt.**

Person to provide creditor divorce decree: **Megan Lynn Gallagher**

36. Bank and credit union accounts are divided as follows:

a. Account number: **Unknown**
Name of Institution: **CapitalOne Savings**
Address: **Unknown**
Unknown
Account Balance: **\$7,300.00**
Names on Account: **Megan Lynn Gallagher**
Divide as follows: **Rob and Megan will split 50/50**

b. Account number: **Unknown**

Name of Institution: **Chase Checking**
Address: **Unknown**
Unknown
Account Balance: **\$3,500.00**
Names on Account: **Megan Lynn Gallagher**
Robert Daniel Gallagher
Divide as follows: **Rob and Megan will split 50/50**

- c. Account number: **Unknown**
Name of Institution: **Wells Fargo Checking**
Address: **Unknown**
Unknown
Account Balance: **\$200.00**
Names on Account: **Megan Lynn Gallagher**
Divide as follows: **Rob and Megan will split 50/50**
- d. Account number: **Unknown**
Name of Institution: **Wells Fargo Savings**
Address: **Unknown**
Unknown
Account Balance: **\$100.00**
Names on Account: **Megan Lynn Gallagher**
Divide as follows: **Rob and Megan will split this 50/50**
- e. Account number: **Unknown**
Name of Institution: **Allianz Indexed Annuity**
Address: **Unknown**
Unknown
Account Balance: **\$93,367.00**
Names on Account: **Robert Daniel Gallagher**
Divide as follows: **Don't divide.**
- f. Account number: **Unknown**
Name of Institution: **Fidelity Individual TOD**
Address: **Unknown**
Unknown
Account Balance: **\$2,876.00**
Names on Account: **Robert Daniel Gallagher**
Divide as follows: **Rob and Megan will split this 50/50**

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

- a. Account number: **Account number Unknown.**
Name of Institution: **Unknown**

Address: Unknown

Unknown

Account Balance: \$20,000.00

Names on Account: Megan Lynn Gallagher

Robert Daniel Gallagher

Divide as follows: Rob will take the full value of this account to pay off HELOC debt and to complete maintenance on his truck.

Debts

38. 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. Credit Card: Visa

Credit Card Number: Unknown

Purchases: Sloane/household charges

Amount owed on debt: \$2,000.00

Credit Card Owner: Megan Lynn Gallagher and Robert Daniel Gallagher

Megan Lynn Gallagher will pay: Half of the debt.

Robert Daniel Gallagher will pay: Half of the debt.

Person to provide creditor divorce decree: Megan Lynn Gallagher

Installment loan debt

b. Debt owed to: UFirst

Street: Unknown

City, State, Zip: Unknown

Loan Description: Toyota Rav4

Amount owed on debt: \$33,179.00

Megan Lynn Gallagher will pay: The entire debt.

Person to provide creditor divorce decree: Megan Lynn Gallagher

Real property

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

a. Millcreek House:

i. Address: 1471 E 3350 S, Millcreek, UT 84106;

ii. Tax Identification Number: 16-28-353-010-0000;

iii. Legal description: COM 391.6 FT E & 382.2 FT S FR CEN OF

INTERSECTION OF 33RD SOUTH STREET & HIGHLAND DRIVE, SD CEN OF INTERSECTON BEING 1528.2 FT S & N 89°45' E 663.67 FT FR NW COR OF SW 1/4 OF SEC 28, T 1S, R 1E, S L M; E 55 FT; N 180.9 FT; W 55 FT; S 180.9 FT TO BEG. 0.22 AC, M OR L 4460-0883 5244-875 5310-1370 5318-0683 5471-2381 5997-1406 6011-0522 6040-0945 7599-0120 7599-0121 8068-1339 8538-5271 8636-6468 8636-6486 8944-2194 9419-6866.

iv. **Mortgage information and payments:**

**This mortgage is: First Mortgage
Lender: Home Point Financial
Address: 2211 Old Earhart Road, Suite 250, Ann Arbor, MI 48105
Amount Owed: \$303,000.00
Monthly Payment: \$2,307
This mortgage will be paid as follows after the divorce:
Rob and Megan will make payments on this mortgage based on the financial analysis and recommendation of Jake Cazier.
Robert Daniel Gallagher will provide a copy of the divorce decree to the lender.**

b. **This property will be divided as follows:**

This property will be rolled up under an LLC owned by both Megan Gallagher and Rob Gallagher. Any property selling decisions will be handled as coo-wners of the LLC and must be approved by both parties. After selling, both parties will split equity evenly.

c. **Expenses related to this property will be paid as follows:**

- i. **Expense: HELOC
Payment: Rob will pay this off using the money in the brokerage account.**

40. **The parties acquired the following real property during the marriage:**

a. **Sandy House:**

- i. **Address: 807 E 8230 S, Salt Lake City, UT 84094;**
ii. **Tax Identification Number: 22-32-301-019-0000;**
iii. **Legal description: LOT 42, WILSHIRE PARK SUB 5510-2157 6129-0874 7728-2584 8285-5438 8999-2829.**
iv. **Mortgage information and payments:**

**This mortgage is: First Mortgage
Lender: United Wholesale Mortgage**

**Address: PO Box 818060, 5801 Postal Road, Cleveland OH
44181**

Amount Owed: \$569,800.00

Monthly Payment: \$3,665.93

This mortgage will be paid as follows after the divorce:

Rob and Megan will make payments on this mortgage based on the financial analysis and recommendation of Jake Cazier. Megan Lynn Gallagher will provide a copy of the divorce decree to the lender.

b. This property will be divided as follows:

This property will be rolled up under an LLC owned by both Megan Gallagher and Rob Gallagher. Any property selling decisions will be handled as coo-wners of the LLC and must be approved by both parties. After selling, both parties will split equity evenly.

Alimony

41. Neither party will pay alimony.

Retirement money – retirement accounts

42. 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).

In 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. Company: **American Funds**
 - i. Account Type: **IRA**
 - ii. Street: **Unknown**
City, State, Zip: **Unknown**
 - iii. Plan Administrator **Chris Gurnee**
 - iv. Account Number **Unknown**

- v. This plan is in the name of **Megan Lynn Gallagher**
- vi. Plan Value: **\$40,798.00**
- vii. The entire account is awarded to **Megan Lynn Gallagher**.

b. Company: **Fidelity**

- i. Account Type: **401K**
- ii. Street: **Unknown**
City, State, Zip: **Unknown**
- iii. Plan Administrator **Unknown**
- iv. Account Number **Unknown**
- v. This plan is in the name of **Megan Lynn Gallagher**
- vi. Plan Value: **\$35,502.00**
- vii. The retirement money is divided by percentage. **Megan Lynn Gallagher** is awarded **50%** and **Robert Daniel Gallagher** is awarded **50%** of the plan.
- viii. **Petitioner** will prepare the Qualified Domestic Relations Order (QDRO) for this plan within **90** after the divorce decree is entered.

c. Company: **American Funds Roth IRA**

- i. Account Type: **Roth IRA**
- ii. Street: **Unknown**
City, State, Zip: **Unknown**
- iii. Plan Administrator **Chris Gurnee**
- iv. Account Number **Unknown**
- v. This plan is in the name of **Megan Lynn Gallagher**
- vi. Plan Value: **\$33,117.00**
- vii. The entire account is awarded to **Megan Lynn Gallagher**.

d. Company: **Unknown**

- i. Account Type: **401k**
- ii. Street: **Unknown**
City, State, Zip: **Unknown**
- iii. Plan Administrator **Unknown**
- iv. Account Number **Unknown**
- v. This plan is in the name of **Robert Daniel Gallagher**
- vi. Plan Value: **\$19,249.00**
- vii. The entire account is awarded to **Robert Daniel Gallagher**.

e. Company: **Unknown**

- i. Account Type: **IRA**
- ii. Street: **Unknown**
City, State, Zip: **Unknown**
- iii. Plan Administrator **Unknown**
- iv. Account Number **Unknown**
- v. This plan is in the name of **Robert Daniel Gallagher**

- vi. Plan Value: **\$64,113.00**
- vii. The entire account is awarded to **Robert Daniel Gallagher**.

f. Company: **Unknown**

- i. Account Type: **401k**
- ii. Street: **Unknown**
City, State, Zip: **Unknown**
- iii. Plan Administrator **Unknown**
- iv. Account Number **Unknown**
- v. This plan is in the name of **Robert Daniel Gallagher**
- vi. Plan Value: **\$10,632.00**
- vii. The entire account is awarded to **Robert Daniel Gallagher**.

g. Company: **Fidelity**

- i. Account Type: **Unknown**
- ii. Street: **Unknown**
City, State, Zip: **Unknown**
- iii. Plan Administrator **Unknown**
- iv. Account Number **Unknown**
- v. This plan is in the name of **Robert Daniel Gallagher**
- vi. Plan Value: **\$32,044.00**
- vii. The retirement money is divided by percentage. **Megan Lynn Gallagher** is awarded **50%** and **Robert Daniel Gallagher** is awarded **50%** of the plan.
- viii. **Respondent** will prepare the Qualified Domestic Relations Order (QDRO) for this plan within **90** after the divorce decree is entered.

h. Company: **Unknown**

- i. Account Type: **Roth IRA**
- ii. Street: **Unknown**
City, State, Zip: **Unknown**
- iii. Plan Administrator **Unknown**
- iv. Account Number **Unknown**
- v. This plan is in the name of **Robert Daniel Gallagher**
- vi. Plan Value: **\$7,280.00**
- vii. The entire account is awarded to **Robert Daniel Gallagher**.

Retirement money - annuities

43. The parties have retirement money. The owner of the retirement money (Annuity 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).

In the Annuity Participant receives any retirement money awarded to the Alternate Payee, the Annuity Participant receives that money in a constructive trust for the Alternate Payee. The Annuity 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. Company: **Allianz**
 - i. Annuity Name: **Unknown**
 - ii. Street: **Unknown**
City, State, Zip: **Unknown**
 - iii. Annuity Administrator **Unknown**
 - iv. Account Number **Unknown**
 - v. This annuity is in the name of **Robert Daniel Gallagher**
 - vi. Annuity Value: **\$93,367.00**
 - vii. The entire account is awarded to **Robert Daniel Gallagher**.

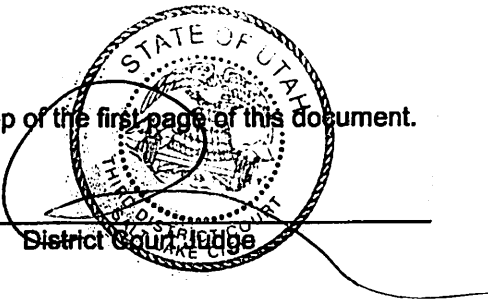
Duty to sign documents

44. 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.

DATED 9/18/23 _____
District Court Judge

DATED _____
District Court Commissioner



Robert Daniel Gallagher
Approved as to Form

Certificate of Service

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

| Person's Name | Service Method | Service Address | Service Date |
|--|----------------|-------------------------------|-------------------|
| Robert Daniel Gallaugh Respondent | Email | rob.gallaugh@gmail.com | 07/08/2023 |

07/08/2023

Date

Sign here

Megan Lynn Gallaugh

Megan Lynn Gallaugh