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**IN THE FOURTH JUDICIAL DISTRICT IN AND FOR  
UTAH COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:  NATHAN TAYLOR DUNFORD,  Petitioner,  and  ALISHA LYNN DUNFORD,  Respondent.	<b><u>DECREE OF DIVORCE AS MODIFIED BY THE COURT</u></b>  <b>Case no:</b> 254402308 <b>Judge:</b> Christine Johnson <b>Commissioner:</b> Marian Ito
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This matter came before the Court following the submission to the Court of a written stipulation. The Court received the Affidavit of Grounds and Jurisdiction, having issued Findings of Fact and Conclusions of Law, having examined the file and the contents therein and deeming itself to be fully informed in the premises, and confirming that the final documents conform to the stipulation now overrules the objection to form and orders, ~~and rules~~ as follows:

**DECREE OF DIVORCE**

1. Residency. Both parties are bona fide residents of Utah County, State of Utah and have been for three months immediately prior to the filing of this action.

2. Marriage Statistics. The parties were married on July 23, 2009, in the city of Provo, Utah County, Utah and are presently married. The parties separated on or about August 7, 2025.
3. Grounds. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship.
4. Children. The parties are the parents of three (3) minor children: S.D., born May 2010, A.D. born May 2011, and I.D. born August 2015.
5. Jurisdiction. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §78B-13 *et seq.* (1953 as amended), in that Utah is the home state of the minor children at the time of commencement of this proceeding.
6. Child Custody. The parties are awarded joint legal and joint physical custody of the minor children.
7. Temporary 60/40 Parent Time. While Father lives more than fifteen (15) miles from the children's school the parties shall exercise parent time pursuant to UCA §81-9-303 (formerly §30-3-35.1) except as modified below:
  - a. Regular Rotation.
    - i. Father shall have parent time with the children on alternating weekends from Fridays after school (or 9:00 a.m. if there is no school) until Mondays with a drop off to school (or 9:00 a.m. if there is no school).

- ii. Father shall have mid-week parent time with the children every Thursday after school (or 9:00 a.m. if there is no school) until Friday with a drop off to school (or 9:00 a.m. if there is no school).
- iii. Father's parent time is to resume Thursday December 11, 2025.

8. Regular 50/50 Parent Time. Once Father lives within fifteen (15) miles of the children's school (or no farther than Springville) the parties shall exercise parent time as they agree, if they do not agree, they shall exercise parent time pursuant to UCA §81-9-305, (formerly known as UCA §30-3-35.2) in accordance with the following specifications:

- a. The parties will follow a 5-2-2-5-time schedule with Mother receiving Monday and Tuesday overnight and Father receiving Wednesday and Thursday overnight, with each party alternating weekends from Friday after school until Monday morning when school begins.

	<b>Sun</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Sat</b>
Week 1	Mom	Mom	Mom	Dad	Dad	Dad	Dad
Week 2	Dad	Mom	Mom	Dad	Dad	Mom	Mom

9. Summer. The parties agree to exercise 50/50 parent time in the summer. Each parent is entitled to two weeks of uninterrupted summer parent-time, which may be taken consecutively. One of these weeks shall coincide with the parent's regular parent-time. Neither parent may exercise more than two consecutive weeks of summer parent-time. Neither parent shall schedule their extended summer parent-time during the other parent's designated holiday parent-time.

- a. For purposes of designating summer uninterrupted parent time, both parents shall provide notification of extended parent-time (including the two weeks of uninterrupted parent-time in the summer) or vacation weeks with the children to the other parent.
  - b. In odd-numbered years, Father shall provide notice to Mother by May 1<sup>st</sup> and Mother shall provide notice to Father by May 15<sup>th</sup>.
  - c. In even-numbered years, Mother shall provide notice to Father by May 1<sup>st</sup> and Father shall provide notice to Mother by May 15<sup>th</sup>.
  - d. If a parent fails to provide a notification within the time periods described, their presumption is waived, and the parties shall work together to determine the other party's extended parent time.
10. Holidays. The parties shall alternate holidays in accordance UCA §81-9-303 (formerly §30-3-35.1) with the exception that holiday time on Columbus Day, Juneteenth, and Veteran's Day will not be exercised. Father shall be designated as the non-custodial parent for purposes of holiday allocation only. Holidays take precedence over the regular and summer parent time rotation.
- a. Holidays include any "snow" days, teacher development days after the children begin the school year, or other days when school is not scheduled, contiguous to the holiday period, and take precedence over the weekend parent-time.

- b. Holiday periods are meant to interrupt and occur “over and in place of” the regular visitation schedule and once the holiday period is over, the parties shall continue the regular visitation schedule as if uninterrupted.
- c. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for Minor Child’s attendance at school for that school day.
- d. A parent exercising parent-time for a child’s birthday may bring other siblings along for the minor child’s birthday.
- e. For the 2025 Christmas Holiday only Mother shall have the children on Christmas Eve from 5:00 p.m. to 9:00 p.m.

**Utah Holidays According to Utah Code §81-9-303 (formerly §30-3-35.1)**

<b>Odd Years</b>	<b>Even Years</b>	<b>Holiday and Time</b>
Father	Mother	<b>Martin Luther King Jr. Holiday:</b> (1) <u>Begins</u> : Friday at (a) 9 am if school is not in session and the parent can be with the child; (b) the time school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted holiday. (2) <u>Ends</u> : (a) upon delivery of the child to school on the day following the holiday; or (b) at 8 a.m. on the day following the holiday if there is no school.
Mother	Father	<b>President’s Day:</b> (1) <u>Begins</u> : Friday at (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted holiday. (2) <u>Ends</u> : (a) upon delivery of the child to school on the day following the holiday; or (b) at 8 a.m. on the day following the holiday if there is no school.
Father	Mother	<b>Spring Break:</b> (1) <u>Begins</u> : at 6 p.m. on the day that school dismisses for the holiday. (2) <u>Ends</u> : (a) upon delivering the child to school on the day following the end of the holiday; or (b) at 8 a.m. on the day following the end of the holiday if there is no school.

Mother	Father	<b>Memorial Day:</b> (1) <u>Begins</u> : Friday at (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted holiday. (2) <u>Ends</u> : (a) upon delivery of the child to school on the day following the holiday; or (b) at 8 a.m. on the day following the holiday if there is no school.
Father	Mother	<b>July 4:</b> (1) <u>Begins</u> : on July 3 at 6 p.m. (2) <u>Ends</u> : on July 5 at 6 p.m.
Mother	Father	<b>July 24:</b> (1) <u>Begins</u> : on July 23 at 6 p.m. (2) <u>Ends</u> : on July 25 at 6 p.m.
Father	Mother	<b>Labor Day:</b> (1) <u>Begins</u> : Friday at (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted holiday. (2) <u>Ends</u> : (a) upon delivery of the child to school on the day following the holiday; or (b) at a.m. on the day following the holiday if there is no school.
Father	Mother	<b>Fall Break:</b> (1) <u>Begins</u> : at 6 p.m. on the day that school dismisses for the holiday. (2) <u>Ends</u> : (a) upon delivering the child to school on the day following the end of the holiday; or (b) at 8 a.m. on the day following the end of the holiday if there is no school.
Mother	Father	<b>Halloween or the day Halloween traditionally celebrated in local community:</b> (1) <u>Begins</u> : at (a) the time school is dismissed or (b) at 4 p.m. if there is no school. (2) <u>Ends</u> : at 9 p.m. on the holiday.
Mother	Father	<b>Thanksgiving:</b> (1) <u>Begins</u> : on the Wednesday before the holiday at (a) 6 p.m., or (b) the time school is regularly dismissed for the holiday, at the election of the parent granted the holiday. (2) <u>Ends</u> : (a) upon delivering the child to school on the following Monday after the holiday; (b) at 8 a.m. on the Monday following the holiday if there is no school.
Father	Mother	<b>First ½ Winter Break:</b> (1) <u>Begins</u> : at 6 p.m. on the day school is dismissed from school; or (b) the time school is regularly dismissed for winter break at the election of the parent granted the holiday. (2) <u>Ends</u> : on December 27 at 7 p.m.
Mother	Father	<b>Second ½ Winter Break:</b> <u>Begins</u> : on December 27 at 7 p.m. (2) <u>Ends</u> : upon delivering the child to school on the day school resumes after the holiday.
Mother	Father	<b>Child's actual birthday:</b> (1) <u>Begins</u> : at 3 p.m. (2) <u>Ends</u> : until 9 p.m.
Father	Mother	<b>The day before or after child's birthday:</b> (1) <u>Begins</u> : at 3 p.m. (2) <u>Ends</u> : at 9 p.m.
Father	Father	<b>Father's Day:</b> (1) <u>Begins</u> : on holiday at 9 a.m. (2) <u>Ends</u> : at 7 p.m.
Mother	Mother	<b>Mother's Day:</b> (1) <u>Begins</u> : on holiday at 9 a.m. (2) <u>Ends</u> : at 7 p.m.

11. Precedence of Parent Time. Changes may not be made to the parent time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:
- a. The holiday schedule for Mother's Day or Father's Day;
  - b. The holiday schedule for Minor Children's birthdays, unless a parent is exercising uninterrupted extended parent-time and takes the Minor Children 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 Minor Children's birthdays.
  - d. Extended parent-time; and
  - e. The schedule for weekday or weekend parent-time.
12. Parenting Plan. The parties shall adopt the advisory guidelines found in UCA§ 81-9-202 (Formerly UCA §30-3-33) as their parenting plan, in addition to the following provisions:
- a. Joint Decision-Making. Each parent will make the day-to-day decisions during their individual parent time as they impact the children. The parties shall consult with each other regarding major decisions for the children, including elective medical care, education, and religious upbringing. If the parties cannot reach an agreement, they shall consult with relevant professionals to assist in making a decision. If they are still unable to reach an agreement, they shall return to mediation prior to seeking court intervention.

- b. Medical Emergency. Each parent shall be notified immediately by the custodial parent in the event of a medical emergency with a minor child.
- c. Sharing Information. Each party shall be entitled to directly access the children's medical, church, education, counseling, and other records. The parties shall share information with one another regarding the children's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information.
- d. Contact Information. The parties shall immediately notify the other parent of any change of address or change of telephone number.
- e. Romantic Partner/Roommates. Neither Party shall introduce the Minor Child to any romantic partner unless and until the relationship has been ongoing and exclusive for at least three (3) consecutive months. Neither party shall live with any third parties to whom they are not married to without prior written agreement of the other party.
- f. Appropriate Living Conditions. Each parent shall provide safe and appropriate living accommodations for the minor children, including a separate bed for each child, appropriate clothing, and any other necessities to ensure their comfort and well-being during that parent's parenting time.
- g. First Right of Refusal. Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for Minor children over any other third party (i.e., surrogate care) if the parent responsible for Minor children



is not available for a period of an overnight or longer during parent-time, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time, and (2) provide direct parental care. This provision relates solely to parental absences away from their residence and shall not be construed to prevent Minor children from having sleepovers with friends and family.

- h. Transportation. The parties shall utilize school-to-school exchanges when possible. A parent, grandparent, step-parent, or extended relative may transport a child to an appointment or activity as needed. Otherwise, all exchanges shall be curbside with the receiving parent providing the transportation. Curbside shall be defined as the receiving parent remaining within arms' length of the vehicle and the delivering parent remaining within arms' length of the entry of the residence.
- i. Religious Upbringing. The parties agree to continue to raise the children consistent with the teachings of The Church of Jesus Christ of Latter-day Saints. The parties agree that Father shall be allowed to perform ordinances for the minor children associated with The Church of Jesus Christ of Latter-day Saints including baptisms and priesthood ordinances so long as he is deemed worthy by his ecclesiastical leaders. Mother's ward shall be considered the home ward for the purposes of the children's religious records.

- j. Communication. The parties may communicate primarily via Our family Wizard (OFW) or other agreed upon platform. Father agrees to pay for the first year of the OFW app, thereafter the parties shall be responsible for their own cost related to the OFW app. The parties may email and text message in the event of an emergency or time sensitive issue. All communication shall be civil and related to the children. Name-calling shall never be considered civil.
- k. Virtual Communication. Each party may have reasonable and uncensored and unmonitored phone contact with the children while they are with the other parent. The children may call either parent at any reasonable time. Each parent shall have full access to the children's phone accounts through Troomi.
- l. Media. Both parents will take adequate safety measures in their homes for the children's electronic and internet access. The children will only be exposed to age-appropriate media including but not limited to movies, audio, television, and video games.
- m. Travel. In accordance with UCA §81-9-202(19) (formerly known as UCA §30-3-36), each party shall be responsible to provide the other with an itinerary and contact information before traveling with the children overnight. If a parent plans to travel with the minor child out of state, that parent must give notice to the other parent 30 days before leaving the state. When the children travel with either parent overnight, all of the following will be provided to the other parent at least 24 hours prior to departure:

- i. An itinerary of travel dates;
  - ii. Destination;
  - iii. Places where the children or traveling parent can be reached; and
  - iv. The name and telephone number of an available third person who would be knowledgeable of the children's location.
- n. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.
- o. Children's Events. The parents shall notify each other of any events involving the children such as school activities, church events, sports events, graduations, etc., so that each party shall have the option of attending the special event if possible. For any event that is not posted online, each party shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parties shall be entitled to attend and participate fully.
- p. Extracurricular Activities. The parties will equally divide the cost of extracurricular activities or other organized events for the minor children so long as the parties have mutually agreed to the activity in writing prior to the children being enrolled in the activity. If the parties have agreed to divide the cost of the

activity in advance, proof of payment shall be provided by the party enrolling the children in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the children in extracurricular activities will not interfere with the other party's parent-time. The parties agree that the children shall continue to participate in the extracurricular activities they are participating in including soccer for I.D., dance for A.D., and orchestra and dance for A.D. and S.D.

13. Educational Plan.

- a. The parties agree that the minor children will follow in their current and projected school matriculation in Nebo School District and feeder schools. Any change in these schools for the minor children will be agreed upon by the parties in writing before the children are enrolled in a different school.
- b. Each parent shall have direct access to school emails, school teachers, school websites, online school tools, parent-teacher conferences and school calendars.
- c. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and each parent shall be entitled to attend and participate fully. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

- d. Each parent will be responsible for assisting the children with homework and assignments on his or her parent-time.

14. Mutual Restraining Order.

- a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the children.
- b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes the children's best interest.
- c. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

- d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.
  - e. Both parties are mutually restrained from posting on any social media platforms negative or derogatory comments about the other party.
  - f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
  - g. Controlled Substances. The parties are restrained from consuming illegal drugs or non-prescribed drugs. The parties are restrained from consuming alcohol to the point of intoxication when the minor children are in their care or within 24 hours of caring for the minor children, and from allowing the minor children to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.
  - h. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.
15. Child Support. Child support shall be calculated according to Utah Code Ann. §81-6-107 *et seq.* (Formerly known as §78B-12-201 *et seq.*) Mother's gross monthly income shall be imputed at \$4,333 and Father's gross monthly income shall be imputed at \$6,000. Father shall pay child support to Mother in the amount of \$177 per month, beginning

January 1, 2026. Child support is calculated with Mother having approximately 183 overnights and Father having 182 overnights. While Father lives more than fifteen (15) miles away from the children's school Mother's income shall be imputed at \$4,333 and Father's income shall be imputed at \$6,000 and Father shall pay child support on a 60/40 parent time split in the amount of \$787 per month with Mother having approximately 220 overnights and Father having approximately 145 overnights. The child support is payable one-half on the 5<sup>th</sup> day of each month and one-half on the 20<sup>th</sup> day of each month by direct deposit, Venmo, or other agreed upon payment platform. The parties shall exchange their complete federal and state income tax returns, no later than April 15 of each year for purposes of determining annual income.

- a. December Payment. Father agrees to pay Mother the total sum of \$403 on or before December 15, 2025. This payment represents and includes both alimony and child support for the December 2025 support payments.
- b. Income Withholding. The parties agree that if the party obligated to pay child support to the other party ever becomes more than 30 days delinquent in child support, the other party shall be entitled to withholding income as a means of collecting child support, pursuant to §81-6-202(10)(f) (formerly known as §30-3-5.1) and §62A-11-401, et seq., Utah Code Annotated, as amended.
- c. Reduction When Child Becomes 18. In accordance with Utah Code, §81-6-213 (formerly known as §78B-12-219), the parties agree that when a child becomes 18 years of age or has graduated from high school during the child's normal and

expected year of graduation, or any of the other reasons for adjustment under the code, whichever occurs later, the base child support award shall be automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support. The parties agree that the award shall not be reduced by a per-child amount derived from the base child support award originally ordered.

- d. Additional Expenses. The parties shall share equally all school-related expenses including books, tuition, fees, and school lunches.
16. Medical Expenses. Pursuant UCA §81-6-208 (formerly known as §78B-12-212), both parents are responsible for providing and maintaining health insurance and health care coverage for the medical expenses of their minor children if insurance for medical and dental expenses is available or becomes available to either parent at a reasonable cost and is accessible to the children. Both parties are currently providing said insurance.
- a. Health Insurance Premiums. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a 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. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. The party paying the health insurance premium may receive credit for the other parent's portion pursuant to UCA 78B-12-212.



- b. Double Coverage. If the children are covered under both parents' insurance, then neither party will reimburse the other for half of their share of the medical insurance premium.
- c. Verification of Coverage. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or shall have known of the change.
- d. Uninsured Medical/Dental Expenses. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents. If neither party is able to secure medical/dental insurance for the children at a reasonable cost, each party is responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.
- e. Reimbursement for Expenses. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification.

- f. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical/dental services. 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 U.C.A. §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.
17. Child Care Expenses. The parties agree that due to the children's ages childcare is not anticipated. The parties shall share equally the cost of all reasonable work-related childcare expenses for the minor children in accordance with UCA §81-6-209 (formerly known as §78B-12-214).
- a. The parents shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense less any amounts previously paid.

- b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and, thereafter, on request of the other parent. The parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.
  - c. Care provided by family members shall be assumed to be at no cost. There shall be no reimbursement between the parties for care provided by family members.
18. Alimony. Nathan shall pay Alisha alimony in the amount of \$826 per month. The alimony shall continue for eight (8) years, beginning January 1, 2026, and shall automatically terminate if Mother cohabits or remarries or if either party dies. The alimony is payable one-half on the 5<sup>th</sup> day of each month and one-half on the 20<sup>th</sup> day of each month by direct deposit.
19. Real Property. The parties acquired a marital home during the course of the marriage, located at 239 West 1870 South, Payson, Utah. Alisha is temporarily awarded the marital home as her sole and exclusive possession. Alisha shall be responsible for making the mortgage payments and other payments associated with the home until she refinances the home or the home sales. If Alisha becomes more than forty-five (45) days delinquent on

the mortgage payment, Nathan may assume the payments and take possession of the home.

- a. Alisha will have sixty (60) days from the date of this Stipulation to refinance the home.
  - b. If Alisha is unable to refinance the home within sixty (60) days, the parties agree that the home shall be immediately listed for sale, with a mutually agreed-upon real estate agent. Within seven (7) days of Alisha knowing she cannot refinance the home, Alisha shall provide Nathan with the names of three (3) realtors, and Nathan shall then have seven (7) days to select one realtor from that list. Upon selection of the realtor, the parties shall immediately begin the process of listing and selling the home.
  - c. The parties shall cooperate in the sale of the home and shall take the advice of the realtor in regard to repairs, pricing, and other recommendations.
  - d. When the home is sold, the proceeds will be used first to pay off the home mortgage(s) and the cost of sale.
  - e. The parties shall split equally any remaining equity and shall be equally responsible for any deficiency.
20. Personal Property. Each party is awarded all personal property in his or her possession except as otherwise provided by the following:

Item:	Awarded To:
2019 Ram 1500 SLT Classic	Nathan
2008 Toyota Sequoia SR5	Alisha
Broadman baby grand piano	Alisha

Firearms	Nathan
Power and hand tools	Nathan
Gym equipment	Nathan

- a. Within thirty (30) days of this Stipulation, Nathan shall refinance the 2019 Ram 1500 SLT Classic to remove Randy Hoyt's name from the loan. If Nathan becomes more than forty-five (45) days delinquent on the loan, the vehicle shall be sold, and the proceeds or debts shall be divided equally between the parties.
  - b. Each party shall be responsible for obtaining their own vehicle insurance. Each party shall provide proof of insurance to the other party.
  - c. The parties shall cooperate in completing any title transfers necessary to place each vehicle in the appropriate party's name.
21. Financial Accounts. The parties have acquired financial accounts during the course of the marriage, which shall be divided as follows:

<b>Account:</b>	<b>Approximate Balance:</b>	<b>Awarded to:</b>
Bluevine Inc. checking account ending in *9621 (Charlie Mike Design)	\$496	Nathan
Ally Bank checking account ending in *1985	\$11	Nathan
Ally joint savings	Balance	½ Each
Ally joint checking account ending in *4642	\$98	½ Each
Hillcrest Bank	Balance	Alisha
Hillcrest Bank	Balance	Alisha
Utah Community Credit Union (Joint Nathan and Randy J. Hoyt)	Balance	Nathan and Randy

- a. The parties shall divide the funds in any joint bank accounts and take all necessary steps to close those accounts promptly. Each party shall cooperate in executing any documents or authorizations required to complete the division and closure of the accounts.

22. Debts. The parties have acquired debts during the course of the marriage, which shall be divided as follows:

<b>Debt:</b>	<b>Approximate Balance:</b>	<b>Responsibility of:</b>
Credit Card/Credit One	\$504	Nathan
Portfolio Recovery Association	\$853	Nathan
Portfolio Recovery Association	\$1056	Nathan
Portfolio Recovery Association	\$821	Nathan
Portfolio Recovery Association	\$957	Nathan
Speedy Cash (Personal loan)	\$462	Nathan
Personal Loan – Randy Hoyt	\$10,500	Alisha
Personal Loan – Wyn Dunford	\$10,500	Nathan
Summerhays (Piano)	\$2,000	Alisha

- a. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.
- b. Each party shall be responsible for his or her own debts acquired since the date of separation.
- c. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually. The parties shall notify their respective

creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

23. Business Interest. Nathan shall be awarded the business interest with the business Charlie Mike Design, LLC, and Sound Voice Over including all rights, titles, and interest in both companies and their assets, goodwill, accounts, inventory, equipment, intellectual property, and any other associated assets, and Alisha shall have no further right, claim, or interest in either of the business's and shall execute any documents reasonably necessary to confirm Nathan's sole ownership for both businesses. Nathan shall indemnify and hold Alisha harmless from any debts, liabilities, or obligations for Charlie Mike Design, LLC, and Sound Voice Over.
24. Retirement. Neither party has acquired any retirement or pension accounts during the course of the marriage.
25. Taxes. If the parties are still married as of December 31, 2025, they shall jointly work with a mutually agreed-upon CPA to prepare and file their 2025 federal and state tax returns, sharing the CPA's costs equally. The parties shall provide all necessary information and execute any documents required. Any tax refunds or liabilities resulting from the 2025 tax filings shall be shared equally between the parties.
26. Tax Benefits. The parties shall be entitled to claim the children for tax purposes each year as outlined below. The party obligated to pay child support to the other party may not claim any children for tax purposes in any given year if they are not current on child support by the last day of the tax year. If either party will not receive a benefit from

claiming their child tax benefits during any given year, the benefits shall be awarded to the other party for that year.

- a. When there are three (3) children that may be claimed for tax purposes, one party will claim two children and the other claim one child during alternating years, with Mother claiming the S.D. every year and I.D. in odd tax years and Father claiming A.D. every year and I.D. in even tax years.
- b. When there are two (2) children that may be claimed for tax purposes, the parties will each claim one child each year with Father claiming A.D. and Mother claiming I.D.
- c. When there is only one (1) child that may be claimed for tax purposes, the parties will alternate claiming the child each year, with Mother claiming I.D. for odd tax years and Father claiming I.D. for even tax years.

<b>Tax Year</b>	<b>Mom</b>		<b>Dad</b>	
2025	Child 1	Child 3	Child 2	
2026	Child 1		Child 2	Child 3
2027	Child 1	Child 3	Child 2	
2028	Child 1		Child 2	Child 3
2029		Child 3	Child 2	
2030				Child 3
2031		Child 3		
2032				Child 3

27. Maiden Name. Alisha may resume using her maiden name of Alisha Lynn Hoyt if she so chooses.



28. Divorce Classes. Both parties have completed the Divorce Education and Divorce Orientation classes.
29. Dispute Resolution. If a dispute arises between the parties, they shall return to mediation prior to filing an action in court other than an enforcement or an action for emergency relief.
30. Attorney's Fees and Costs. Each party will pay his or her own attorney's fees and costs.
31. Jurisdiction. The parties acknowledge jurisdiction of this court and grounds and consent thereto and agree that the court may enter judgment in accordance with the terms of this Stipulation.
32. Documents. Both parties shall sign whatever documents are necessary to implement this agreement.
33. Effective Date. This Stipulation of the parties becomes effective when signed by all parties and not before January 1, 2026.

**\*Executed and entered by the Court as indicated by the date and Seal at the top of the page\***

TO: Megan Sanford  
[megan@schrieverlaw.com](mailto:megan@schrieverlaw.com)

APPROVED AS TO FORM

/s/ \_\_\_\_\_  
Megan Sanford  
*Attorney for Petitioner*

### **RULE 7 NOTICE**

You will please take notice that the undersigned attorney for Petitioner has submitted the above and foregoing Findings of Fact and Conclusions of Law to the Court, for signature. Pursuant to Rule 7 (j)(4) of the Utah Rules of Civil Procedure, any objection to the form of the Order should be filed with the Court, within seven days after service upon you of this notice.

DATED this 5<sup>th</sup> day of March 2026

/s/Megan Blakelock  
MEGAN BLAKELOCK  
*Attorney for Petitioner*

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### **CERTIFICATE OF SERVICE**

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I hereby certify that I am a member of and/or employed by the law firm of Blakelock Law, 825 East 800 North Orem, Utah 84097, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing document was served upon the following on this 5<sup>th</sup> day of March 2026:

Kevin Coombs Ryan Schriever Megan Sanford <i>Attorneys for Petitioner</i>  _____ _____ _____ _____	<input checked="" type="checkbox"/> e-Filing (UCJA Rule 4-503) <input type="checkbox"/> U.S. Regular Mail <input type="checkbox"/> Facsimile Transmission <input type="checkbox"/> E-Mail
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/s/ Megan Blakelock

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