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Counsel for Petitioner

**IN THE FOURTH DISTRICT COURT FOR UTAH COUNTY, STATE OF UTAH
PROVO DEPARTMENT**

**IN THE MATTER OF THE MARRIAGE
OF:**

SHANE MACKLIN

Petitioner,

and

AMBER COX

Respondent

DECREE OF DIVORCE

Case No. 244100153 DA

Judge: Denise M. Porter

Commissioner: Marla Snow

THE COURT, having made its Findings of Fact and Conclusions of Law, and good cause appearing, now enters the following:

DECREE OF DIVORCE

CHILDREN

1. The parties are parents to two minor children born as issue of the marriage; namely: Emma Macklin, date of birth 09-09-2013, and Luke Macklin, date of birth June 19th, 2016.

CUSTODY AND PARENT-TIME

2. The parties are awarded joint legal custody of the minor child. The Respondent is awarded primary physical custody the parties' minor children.

3. The Petitioner shall have parent-time with Emma as the parties can agree, taking into account the child's needs and preferences. Petitioner is awarded parent-time with Luke in therapy. Once the therapist approves in person non-therapeutic parent-time, Petitioner shall have parent-time with Luke once a week for two hours supervised by a mutually agreeable friend for three supervised visits. Then the Petitioner shall have unsupervised parent time once a week for two hours for three visits. Then Petitioner shall have unsupervised parent time once a week for eight hours for three visits. Then the Petitioner shall have unsupervised overnight parent-time once a week from Friday after school to Saturday at 7:00 p.m. for three 4 visits. Then the Petitioner shall have parent-time pursuant to Utah Code Section 81-9-302 as set forth herein below:

81-9-302 Minimum schedule for parent-time for a minor child five to 18 years old.

(1)The parent-time schedule in this section applies to a minor child who is five to 18 years old.

(2)If the parties do not agree to a parent-time schedule for a minor child described in Subsection (1), the following schedule is considered the minimum parent-time to which the noncustodial parent is entitled to the minor child:

(a)

(i)one weekday evening to be specified by the noncustodial parent or the

court or Wednesday evening if not specified, beginning at 5:30 p.m. and ending at 8:30 p.m.; or

(ii) at the election of the noncustodial parent, one weekday to be specified by the noncustodial parent or the court:

(A) beginning at the time that the minor child's school is regularly dismissed and ending at 8:30 p.m.; or

(B) if school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning at 9 a.m. and ending at 8:30 p.m.;

(b)

(i) beginning on the first weekend after entry of the decree, alternating weekends beginning at 6 p.m. on Friday and ending on Sunday at 7 p.m.; or

(ii) at the election of the noncustodial parent and beginning on the first weekend after the entry of the decree, alternating weekends:

(A) beginning at the time that the minor child's school is regularly dismissed on Friday and ending on Sunday at 7 p.m.; or

(B) if school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning on Friday at 9 a.m. and ending on Sunday at 7 p.m.;

(c) each holiday granted to the noncustodial parent in accordance with the holiday schedule described in Subsection (12); and

(d) extended parent-time with the minor child when school is not in session for summer break in accordance with Subsection (3).

(3)

(a) For extended parent-time with the minor child under Subsection (2)(d) and at the election of the noncustodial parent, the noncustodial parent is entitled up to four weeks of parent-time with the minor child, which may be consecutive, when school is not in session for summer break.

(b) For the four weeks of extended parent-time for a noncustodial parent under Subsection (3)(a):

(i) two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and

(ii) two weeks, which may be consecutive, may be interrupted by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday day parent-time.

(c) A custodial parent is entitled to uninterrupted parent-time with the

minor child for two weeks, which may be consecutive, when school is not in session for summer break.

(4)

(a) Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break under Subsection (3).

(b) For the notification requirement under Subsection (4)(a):

(i) in odd-numbered years:

(A) the noncustodial parent shall provide notice to the custodial parent by May 1; and

(B) the custodial parent shall provide notice to the noncustodial parent by May 15; and

(ii) in even-numbered years:

(A) the custodial parent shall provide notice to the noncustodial parent by May 1; and

(B) the noncustodial parent shall provide notice to the custodial parent by May 15.

(c)

(i) If a parent fails to provide a notification within the time periods described in Subsection (4)(b), the complying parent may determine the schedule for summer break for the noncomplying parent.

(ii) If both parents fail to provide notice within the time periods described in Subsection (4)(b), the first parent to provide notice may determine the schedule for summer break for the other parent.

(d) If a custodial parent intends to interrupt a noncustodial parent's parent-time under Subsection (3)(b)(ii), the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

(5)

(a) An election shall be made by the noncustodial parent at the time of entry of the divorce decree or court order, except that the election may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the minor child's schedule.

(b) An election by either parent concerning parent-time shall be made a part of the decree and made a part of the parent-time order.

(6)

(a) Changes may not be made to the parent-time schedule under this section, 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:

(i) the holiday schedule for Mother's Day or Father's Day under Subsection (12);

(ii) the holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent-time under Subsection (3) and takes the minor child away from that parent's residence during the uninterrupted extended parent-time;

(iii) the holiday schedule for any holiday under Subsection (12) that is not Father's Day, Mother's Day, or the minor child's birthday;

(iv) extended parent-time under Subsection (3); and

(v) the schedule for weekday or weekend parent-time.

(b) A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.

(7) A stepparent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the minor child for parent-time if the custodial parent is aware of the identity of the individual and the noncustodial parent will be with the minor child by 7 p.m.

(8) If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the minor child's attendance at school for that school day.

(9) If there is more than one minor child and the minor 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 minor children may remain together for the holiday period beginning the first evening that all minor children's schools are dismissed for the holiday and ending the evening before any minor child returns to school.

(10)

(a) Telephone contact shall be at reasonable hours and for a reasonable duration.

(b)

(i) Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration.

(ii) If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual

parent-time is reasonably available, taking into consideration:

(A)the best interests of the minor child;

(B)each parent’s ability to handle any additional expenses for virtual parent-time; and

(C)any other factors the court considers material.

(c)Virtual parent-time supplements, but does not replace, in-person parent-time.

(11)If there is a minor child five to 18 years old and a minor child under five years old and both minor children are the children of the parties, the parents and the court shall consider an upward deviation for parent-time with all the minor children so that parent-time is uniform based on a schedule under this section.

(12)The following table is the holiday schedule for parent-time under this section.

	Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
	Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
	President’s Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the	Even years	Odd years

		day before school resumes.		
	Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
	Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
	Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
	Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
	Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or	Even years	Odd years

		(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
	Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
	Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
	Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
	Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
	Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
	Halloween	(1) Holiday begins on October	Even years	Odd years

		31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.		
	Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
	Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
	Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
	Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
	Day of Minor	(1) Holiday begins at 3 p.m.	Even years	Odd years

	Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

4. The Respondent shall dismiss the protective order as soon as possible.

5. Neither parent shall consume alcohol to the point of intoxication and will not consume any non-prescribed controlled substances during his or her parent-time. If either parent has a reasonable suspicion the other parent has been drinking or misusing drugs before their parent-time they may request that the parent take a UA. If the result comes back clean (alcohol free), then the requesting parent shall reimburse the parent for the cost of the clean UA. The parents will not transport the child if they have consumed alcohol or misused drugs in the past 12 hours.

6. The receiving parent shall provide the transportation or the parties may meet at a mutually agreed upon mid-way point between their homes to exchange the child. Shane is responsible for all of the transportation for his mid-week parent time. All the provisions of that section, including sharing of costs of the child's transportation for parent-time shall apply.

JOINT LEGAL CUSTODY AND PARENTING PLAN

7. The parties shall share joint legal custody pursuant to the parenting plan set forth at this paragraph 7 through paragraph 15 of this document. The parties shall both have access to medical records, school records, court records, and any other information or records concerning their minor child. The parties shall seek to reach agreement through civil discussion on all major

decisions concerning their minor child's general welfare, education, discretionary medical treatment, and religious training as set forth more fully below.

GENERAL PROVISIONS (Parenting Plan)

a. Each parent shall provide the other with their current address and telephone number within 24 hours of any change.

b. Each parent shall permit and encourage reasonable telephone contact during reasonable hours and uncensored mail privileges with the minor children.

c. The parents shall not use the child as messenger(s) to take information back and forth between parents. Rather the parents shall either set up e-mail accounts or communicate in writing or by telephone to discuss the minor child and any issues involving him.

d. Both parents shall be respectful when exchanging the children at their parent time. In addition, neither shall discuss legal or financial issues in the presence of the children.

e. The parents shall communicate in a written form when communicating about the children. Text messages shall be used in urgent situations. Texting and a telephone call to the other parent shall be used in emergency situations, and to notify the other parent of an imminent change in the children's schedule, activities or events. The parties shall answer each other's e mails within no longer than 24 hours.

f. The parties shall share the children's schedules and events with the other as soon as they become aware of an appointment or event.

g. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

h. Each parent shall cooperate in listing the other parent as a primary or secondary contact person, including for emergency purposes, with the child's school, daycare, and/or medical providers.

MUTUAL RESTRAINING ORDERS (Parenting Plan)

8. The parties shall be subject to the following mutual restraints:

a. The parties shall not make disparaging remarks to one another or to their minor child about one another or in the minor child's presence, either verbally, in writing, or otherwise.
minor child.

b. The parties shall not discuss the issues of this case in the presence of the

c. The parties shall not involve the minor children in this matter.

d. The parties are restrained from using the other parties' image or likeness on social media.

e. The parties shall shield the minor child from third parties who are violating the terms of this section.

PRIMARY METHOD OF COMMUNICATION (Parenting Plan)

9. The parties shall communicate in writing using text or email for communications regarding the children and major decisions regarding their upbringing.

10. The parties shall use the BIFF method of communications, meaning the content and tone of their communications shall be Brief, Informative, Friendly, and Firm.

DECISION MAKING TREE (Parenting Plan)

11. The parties shall consult with each other on major decisions regarding the child's education, medical and health care decisions, and religious upbringing.

12. If the parties cannot reach an agreement, they shall consult with an expert in the field in which there is a disagreement, such as a teacher if there is a disagreement on an educational matter, a doctor or therapist if there is a disagreement on a major medical decision, or an ecclesiastical leader if there is a disagreement on a major issue related to the child's religious upbringing.

13. If the parents still cannot reach an agreement after consulting with an expert, then the Respondent may make a presumptively valid final decision.

14. The presumptively valid final decision shall be subject to Petitioner's right to seek court review of the decision.

GOOD FAITH

15. The parties assert that this parenting plan is made in good faith and is in the best interests of the minor child.

-- End of Parenting Plan --

CHILD SUPPORT

16. Petitioner earns a gross monthly income of \$4,853 per month.

17. Respondent is capable of earning a gross monthly income of \$1,735 per month, which shall be imputed to her for child support purposes.

18. Petitioner's base child support obligation to the Respondent shall be \$1001 per month, based on the sole physical custody worksheet.

19. Child support payments shall begin the month immediately following the entry of the order for child support. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

a. When a child becomes 18 years old or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 80, Chapter 7, Emancipation, the base child support award is automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheets, unless otherwise provided in the child

support order. The award may not be reduced by a per child amount derived from the base child support award originally ordered.

b. The base child support award shall be reduced by 50% for each child for time periods during which the child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days of extended parent time; or 25% for each child for time periods during which the child is with the noncustodial parent by order of the court, or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time. Normal parent-time and holiday visits to the custodial parent shall not be considered extended parent-time.

c. Under Utah Code 81-6-212 (4) the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review 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, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code 62A-11-306.2, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

d. Under Utah Code 81-6-212 (5), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in

the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

TAX CREDIT FOR DEPENDENT CHILD

20. Petitioner shall have the right to claim the youngest child as a dependent for state and federal income tax purposes each tax year so long as he is current on his child support obligation for the current calendar year in question by the end of that year. Respondent shall have the right to claim the oldest child as a dependent for state and federal income tax purposes each tax year. When only one child is available Amber will receive the child in even numbered tax years and Shane will receive the child in odd numbered tax years.

21. At such time as there is only one child remaining to be claimed, the parties shall alternate claiming the remaining child, with Petitioner claiming the child in the first such year and the Respondent claiming the child the next year, and so on.

CHILD'S MEDICAL EXPENSES

22. The Respondent shall maintain insurance for the children's medical expenses and the parties shall split the out-of-pocket costs thereof pursuant to Utah Code 81-6-208 as follows:

a. The parties shall share equally the out-of-pocket cost of the child's portion of the premium. The child's portion of the premium is a per capita share of the premium actually paid. The premium expense for a child 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.

b. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental and vision expenses, including deductibles, co-insurance, and co-payments, incurred for the dependent children and actually paid by a party.

c. The party who incurs health care expenses shall provide written verification of the cost and payments of those health care expenses to the other party within 30 days of payment. d. A party incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

CHILD CARE

23. The Respondent has child care available to her through her Native American tribe. There is no need for an order for sharing out-of-pocket child care expenses.

ASSET/DEBT DIVISION

Personal Property

24. The personal property acquired during the marriage is divided as it has already been divided.

Vehicles

25. Each party shall be awarded the vehicle(s) in his or her possession, free and clear of any claim of the other party. Each party shall be solely responsible for all debts and obligations and expenses associated with the vehicle they are awarded, including but not limited to payments if any, insurance, registration, gas, and upkeep and maintenance.

Debts

26. Each party shall be solely responsible for the debt they incurred individually in his or her own name, if any. Each party shall be ordered to indemnify and hold the other party harmless from the debt which they are ordered to pay.

27. The Petitioner is aware of no joint debts not otherwise addressed in this petition and each shall pay any and all separate debts in their own names. Shall other joint debts be later discovered; it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

28. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

29. Pursuant to Utah Code § 81-4-406, the parties shall notify respective creditors or obliges, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

Retirements

30. Each party is awarded any and all retirement accounts in his or her own name, free and clear of any claim of the other party.

Financial Accounts

31. Each party is awarded any financial accounts in their own name.

No Real Estate

32. The parties did not acquire any real estate during the marriage.

ALIMONY

33. Neither party is awarded any alimony, past, present or future.

RELOCATION

34. Pursuant to UCA 81-9-209, if a party intends to move more than 150 miles from their current residence, they will give the other party at least 60- days written notice.

35. Each party shall be solely responsible for his or her legal fees and court costs incurred in connection with this matter.

36. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this divorce decree. Should a party fail to execute a

document within 60 days of the entry of this divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek that the Court appoint some 21 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.

APPROVED AS TO FORM:

 /s/ Frank Chiaramonte
Frank Chiaramonte, Attorney for Respondent
(signed electronically by Melvin A Cook with permission from Frank Chiaramonte)

**** ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE ****

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day of March 23, 2026 I emailed a true and correct copy of the foregoing document on the Petitioner by means of email as follows:

Frank Chiaramante

francis.w.chiaramonte@gmail.com

/s/ Melvin A Cook

Melvin A Cook