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

In the Matter of Marriage of

JUSTINE BRADLEY,

Petitioner,

and

RICK BRADLEY

Respondent.

DECREE OF DIVORCE

Civil No. 264400219

Judge Denise Porter

Commissioner Marian Ito

The Court, having reviewed the *Findings of Fact and Conclusions of Law for Decree of Divorce*, and being duly informed as to all the facts of the case, and for good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

DIVORCE

1. Mother and Father were married on or about July 19, 2014, in Santaquin, Utah County, state of Utah
2. The parties are granted a divorce based on the *Declaration of Jurisdiction and Grounds for Divorce*, the divorce to become final upon entry.

CHILDREN

1. Father and Mother are the natural parents of four (4) children, namely:
 - a. M.B., born in September 2016,
 - b. W.B., born in November 2014,
 - c. As.B., born September 2010, and
 - d. Al.B., born in September 2010.

PARENTING PLAN

PHYSICAL CUSTODY

2. It is in the children's best interest that the Mother be awarded sole physical custody.
Mother's proposed *Parenting Plan* is filed herein in good faith.

ALLOCATION OF DECISION-MAKING AUTHORITY

3. *Legal custody.* It is in the children's best interest that the parties share joint legal custody pursuant to the statutory rebuttable presumption. As modified, major decisions regarding the children's education, elective health care, and religious upbringing shall be made by parties together.
4. *Emergency decisions.* Each parent shall be able to make emergency health or safety decisions affecting the children while in their care. The parent exercising parent-time notify the other parent immediately, insofar as practicable, of any medical emergency involving the children.
5. *Day-to-day decisions.* Each parent shall be able to make day-to-day, routine decisions concerning the care and control of the children while in their care.

6. *Joint legal custody- decision tree.* In the event the parties are not able to agree on a major decision regarding the children, they shall follow a decision tree as outlined herein:

- a. First consult with third-party experts (*e.g.*, doctor, school teacher, Bishop, etc.) in the area of disagreement to assist with the decision;
- b. Second, if there is no agreement after consultation with a third-party expert, the parties shall participate in mediation with an agreed-up in writing mediator and share equally the costs of mediation;
- c. Third, if the parties are still unable to agree, Mother shall have final decision-making authority subject to Father's right to seek Court intervention if he believes Mother's final decision is not in the best interest of the children.

PARENT-TIME

7. *Advisory Guidelines.* Except as modified or insofar as they conflict with any other provisions in this proposed *Parenting Plan*, the "Advisory Guidelines" shall be adopted by the parents as their minimum *Parenting Plan* and incorporated by reference.

8. *Regular/extended (Summer)/holiday parent-time.* The parents shall exercise parent-time as they agree. If the parents cannot agree on parent-time, the parties shall exercise parent-time as outlined in UTAH CODE ANN. §81-9-302 and incorporating by reference the, *e.g.*, interrupted/uninterrupted summer parent-time, notification and non-custodial parent election provisions, and the holiday table, etc.-

9. *Uniform parent-time for school-aged and non-school aged children.* If there is a child, *e.g.*, five to 18 years old and a child, *e.g.*, under five years old, and both children are the natural

or adopted children of the parties, the parents and the court shall consider an upward deviation for parent-time with all the children so that parent-time is uniform.

10. *Holiday parent-time trumps.* Birthdays take precedence over holiday parent-time, except Father's Day and Mother's Day. Holiday parent-time takes precedence over regular and summer parent-time. Changes shall not be made to the rotation of regular parent-time after holidays.

11. *Parent-time exchanges and transportation.* Both parents shall share equally the responsibility for transportation of the children. Unless otherwise agreed in writing, the receiving parent (*i.e.*, starting their parent-time) shall provide the transportation and curbside rule shall apply (*i.e.*, the parenting delivering the children shall remain within arm's reach of the home and the receiving parent shall remain within arm's reach of their vehicle and the parents shall not speak to each other). A step-parent, grandparent, or other responsible adult designated by the parent may pick-up the children if the other parent is aware of the identity of that individual and the other parent is with the children by 7:00 p.m.

12. *First right of refusal.* Parental care is presumptively better than surrogate care, if a parent exercising parent-time or custodial time is not available for a period of overnight or longer that parent shall offer the other parent the first right to exercise parent-time over any other third-party or surrogate care provider, as long as the other parent is personally available and willing to provide the care and transportation. Reasonable accommodation in the best interest of the children shall be made for, *e.g.*, overnights with grandparents, cousins, etc.

TELEPHONE AND VIRTUAL CONTACT WITH CHILDREN

13. Both parents shall permit and encourage unmonitored and uncensored communication between the other parent and the children at reasonable hours, for a reasonable duration, and at reasonable frequency. Virtual parent-time, may be used if the equipment is reasonably available. The children shall be able to contact either parent at any reasonable time.

EXCHANGE OF INFORMATION BETWEEN PARENTS

14. *Co-parenting application.* The parents shall communicate with each other directly and primarily using a co-parenting app. (*e.g.*, OurFamily Wizard), including the tone meter, and share equally the costs. All communication between parents shall be limited in scope to, *e.g.*, parenting and support matters and the winding up of the divorce only. The communication (*e.g.*, emails, text messages and co-parenting app.) shall be civil, brief and factual. Telephone calls shall be for emergencies only or, *e.g.*, regarding last-minute logistical parent-time exchange issues.

15. *Notification of children's events.* Parents do not have an affirmative duty to notify the other parent of children's events when the same information is reasonably accessible through the other parent's own reasonable efforts (*e.g.*, online school calendar, etc.)

16. *Travel overnight or out-of-state with the children.* When the children travel with either parent overnight or out-of-state from the parties' residences respectively, the traveling parent shall provide advance notice to the other parent and include the itinerary of travel dates, destinations, places where the children or traveling parent can be reached, and the name and telephone number of an available third party who would be knowledgeable of the children's location.

RELOCATION

17. If either parent intends to relocate more than 150 miles from the residence of the other parent, the relocating parent shall provide 60 days' advance written notice to the other parent and the parents shall review their parent-time schedule in the best interest of the children.

MUTUAL RESTRAINING ORDERS

18. *Harassment, stalking, threats or abuse.* The parents shall not harass, stalk, threaten or abuse the other parent or any other family member or third party associated with the other parent, or allow a third party to do the same.

19. *Derogatory or disparaging remarks.* Given that children identify with both biological parents, the parents shall be wise and secure enough to not emotionally abuse the children by, *e.g.*, making any derogatory or disparaging remarks about or to the other parent at all times, but especially within the hearing of the children. The parent shall not say or do anything that would tend to diminish the love and affection of the children for the other parent or attempt to influence a child's preference regarding custody/parent-time. The parents shall have an affirmative duty to use best efforts to prevent third parties from doing that which they themselves are prohibited from doing or the parent shall be required to remove the children from the presence of those third parties.

20. *Protection of children from adult conflicts.* The parents shall not discuss any aspect of these adult proceedings in the presence or hearing of the children or allow any third party to do the same.

21. *Children as messenger or pawn.* Neither parent shall use the children to relay messages to the other parent or to keep "secrets" from the other parent. Neither parent shall use the

children as pawns to manipulate the other parent or attempt to manipulate the children against the other parent for any purpose. The children shall not be used for parental warfare.

22. *“Pumping” children for information about the other parent.* Neither parent shall question the children about the other parent’s activities, personal relationships, or how the other parent spends his or her time or money.

23. *Compliance with safety laws.* Both parties shall obey all safety laws, including traffic laws and vehicle code requirements. Neither parent shall operate a motor vehicle without a valid driver license, insurance, and valid registration while transporting the children. Safety restraints, such as seat belts and/or child car seats, shall be used as directed.

24. *Drug/alcohol restraints.* The parents shall be restrained from using illegal drugs or drugs that have not been legally prescribed to them and shall not exceed the dosage on any prescription medication. They shall be also restrained from consuming alcohol, as applicable, to the point of impairment while the children are in their care and/or from allowing the 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.

EDUCATION PLAN

25. Mother shall be designated as the residential parent for purposes of identifying the location of the children’s schools.

26. The parents shall both have access to the children’s school records and shall be listed as emergency contacts.

27. Both parents shall also be authorized to check out the children during their respective parent-time, but only as necessary to avoid undue disruption (*e.g.*, reasonably unavoidable medical appointments, extra-curricular events/sporting activities, etc.).

IMPROPERLY CONFLATING PARENT-TIME/CHILD SUPPORT COMPLIANCE

28. If a parent fails to comply with a provision of the parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected.

DISPUTE RESOLUTION

29. *Mediation.* Other than *ex parte* motions for emergency orders (*e.g.*, protective orders) or motions to enforce, the parents shall make a good faith effort to resolve disputes regarding the *Divorce Decree* using mediation with an agreed-upon in writing mediator sharing equally the costs of mediation before resorting to Court intervention.

FINANCIAL MATTERS

CHILD SUPPORT

30. *Mother's income.* Mother is currently employed as a Cath Lab Coordinator and earns a gross monthly income of no more than \$8,900, which is an estimate and subject to disclosures pursuant to Rule 26.1 of the Utah Rules of Civil Procedure.

31. *Father's income.* Father is employed full-time and earns a gross monthly income of at least \$4,800 and subject to disclosures pursuant to Rule 26.1 of the Utah Rules of Civil Procedure.

32. *Guidelines/award.* Base child support shall be ordered on behalf of the children in favor of Mother in the amount of at least \$907 per month, as determined under the support calculator

based on the parties' respective gross monthly incomes and overnights, using the sole physical custody worksheet; and consistent with the Utah Child Support Guidelines ("Guidelines").

33. *Duration and automatic reduction.* Unless the Court orders otherwise, the base child support award for the children shall terminate at the time (1) the child turns 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) the child dies, marries, or becomes a member of the armed forces of the United States, or is emancipated. Upon the occurrence of one of the above events, child support shall be automatically reduced, as applicable, in accordance with the guidelines based on the Court-approved income declared in the most recent support order.

34. *Payment schedule.* The monthly support shall be paid on or before the 5th day of each month, unless either parent uses the Office of Recovery Services ("ORS") to collect support, or the parties agree to a different payment schedule in writing.

35. *Child support three-year review and adjustment.* The parties have a right to adjust this child support order by motion after three years from the date of 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 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 guidelines.

36. *Child support modification after substantial change in circumstances.* 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 children; 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.

37. *ORS child support services.* If at any time either parent desires to use ORS to collect and/or enforce child support, the obligee or payee parent shall be entitled to immediate and automatic income withholding.

FULL DISCLOSURE OF ASSETS

38. Each party shall make a good faith effort to disclose all income, assets and debts. If it is later determined that a party has intentionally failed to provide these disclosures, the non-disclosed income and asset(s) may be subject to forfeiture, or the debt may be subject to award to the other party.

DEPENDENCY EXEMPTION/CHILD TAX CREDIT

39. *Award.* The parties shall alternate claiming the children as dependency exemptions/child tax credits with Mother claiming As.B. and M.B. and Father claiming Al.B. and W.B.

40. When there are two children to claim as dependency exemptions/child tax credits, Mother shall claim M.B. and Father shall claim W.B.
41. When only one child is remaining to claim for the tax credits and exemptions, the parties shall alternate claiming M.B. with Mother claiming M.B. in odd-numbered tax years and Father claiming M.B. in even-numbered tax years.
42. *Current child support obligation.* Father shall be entitled to claim the dependency exemption/child tax credit indicated herein so long as he is current on his child support obligation by December 31 of the given tax year.
43. *Necessary forms.* The parties shall cooperate in completing and signing any tax forms required by the IRS that will enable the other party to claim the dependency exemption/child tax credit he or she is entitled to claim.

**UNINSURED MEDICAL COSTS/OUT-OF-POCKET INSURANCE PREMIUMS-
CHILDREN**

44. Medical Insurance and Costs as follows:
- a. *Insurance at most reasonable costs.* The party who can obtain insurance for medical and dental expenses with the best coverage at the most reasonable cost for the benefit of the children shall be required to do so.
 - b. *Uninsured medical expenses.* Both parents shall share equally all reasonable and necessary uninsured and unreimbursed medical, dental, mental health, prescription, optical, orthodontia, and physical, occupational, speech and social skills' therapy expenses, including deductibles, co-insurance and co-payments, incurred for the children and actually paid by a party.

c. *30-day written verification of payment and cost.* The party who incurs medical, dental, mental health, prescription, optical, orthodontia, or physical, occupational, speech and social skills' therapy expenses shall provide written verification (*e.g.*, invoice, receipt, bill, etc.) of the cost and payment of those expenses to the other party within thirty (30) days of payment and after the insurance company has paid its portion. The party who incurs these 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. The party who incurs the expenses shall be reimbursed by the other party within thirty (30) days of receipt of the written verification of payment and cost.

d. *Primary and secondary coverage.* If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the insurance plan of the parent that provides the best benefits shall be primary coverage for the children, and the plan of the other parent shall be secondary coverage for the children.

e. *Remarried step-parent insurance coverage.* If a party remarries and his or her dependent children are not covered by that party's health, hospital, or dental insurance plans, but is covered by a step-parent's plan, the insurance plan of the step-parent shall be treated as if it is the plan of the remarried party and shall retain the same designation as the primary or secondary plan of the children.

f. *Out-of-pocket costs of insurance premium.* Both parents shall share equally the out-of-pocket costs of the premium actually paid by a party for the

children's portion of insurance. The children's portion of the premium is a per capita share of the premium actually paid, calculated by dividing the premium amount by the number of persons covered under the policy and multiplying that result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

g. *30-day written verification of coverage and/or changes.* The party ordered to maintain the medical and dental insurance coverage for the children shall provide written verification of coverage (*e.g.*, any new insurance card) to the other party and to ORS, if applicable, on or before January 2 of each calendar year, or during the month in which open enrollment occurs, and notify the other party and ORS within 30 days of any change of carrier, premium, or benefits.

EXTRA-CURRICULAR ACTIVITIES AND SCHOOL FEES

45. Each party shall share equally any and all school fees for the children. The parties shall also share equally reasonable agreed-upon in writing extra-curricular activity expenses for the children. Agreement shall not be unreasonably withheld but parents shall make best efforts to avoid conflict with parent-time. The party incurring expenses for school fees and extra-curricular activities shall provide written verification of the expense within thirty (30) days of payment and shall receive reimbursement from the other party within thirty (30) days of receipt.

DIVISION OF ACCOUNTS

46. The parties may elect that medical/dental and school expenses be created in separate accounts for payment by each parent as long as the provider receives a copy of the *Divorce*

Decree at or before the day on which the provider first renders medical/dental services or issues a bill for school fees.

CHILDCARE EXPENSES

47. *Shared equally.* Both parties shall share equally all reasonable work-related child care expenses.

48. *Written verification of cost and identity of provider and changes.* The party who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party incurring and/or paying for child care expenses shall notify the other party of any change of a child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A party incurring child 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 the party paying for the expenses fails to comply with this order.

49. *Immediate monthly payments.* The party not directly paying for child care shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense.

PUBLIC ASSISTANCE STATEMENT- ORS

50. On information and belief, neither Mother, nor Father, have received or are receiving public assistance from the State of Utah. Therefore, ORS should not be required to intervene.

ALIMONY

51. Neither party shall be awarded alimony as they are both employed and capable of providing for themselves.

REAL PROPERTY

52. *Marital Home.* During the marriage, the parties acquired a home located at 459 Slate Dr., Santaquin, Utah 84655 (hereinafter “marital home”). The marital home shall be disposed of as follows:

a. Exclusive use and possession. Mother may remain in the Marital Home until the month that the youngest child is expected to graduate from high school or turns eighteen (18) years of age, whichever is later.

b. At any time prior to when the youngest child is expected to graduate from high school or turns eighteen (18) years of age, whichever is later, Mother may sell, refinance, or assume the mortgage, and at the time she does that, Father will receive his one-half of the equity at the time of the sale, refinance, or assumption.

c. In the event that Mother does not sell, refinance, or assume the mortgage prior to the youngest child graduating from high school or turns eighteen (18) years of age, whichever is later, then the Marital Home shall be listed for sale.

d. Father's one-half equity interest shall be from the signing of the Decree of Divorce.

PERSONAL PROPERTY

53. During the parties' marriage, the parties acquired personal property. The parties shall be awarded said marital property as follows:

Item description:	Awarded to:
2018 Toyota Highlander	Mother
2013 Hyundai Sonata	Father

54. The parties shall be awarded the exclusive use, possession and ownership of the personal property items listed above in the table, including the associated debts and liabilities, and shall indemnify and hold the party harmless therefrom.

55. The parties shall also be awarded all non-marital personal property that each owned and possessed prior to the marriage, including inherited family heirlooms, etc.

56. All other personal property shall be equitably divided between the parties as they agree, as they have already divided it, or as ordered by the Court but only after mediation without attorneys and the costs for mediation to be shared equally.

BANK ACCOUNTS

57. The parties shall be awarded or offset an equitable share of any marital monies deposited in any bank accounts in either party's name.

RETIREMENT/INVESTMENT ACCOUNTS

58. During the course of the parties' marriage, the parties acquired various retirement/investment accounts. The parties' retirement/investment accounts, *e.g.*, 401k's, certificates of deposit, stocks, bonds, Bitcoin, etc., which are subject to disclosure pursuant to Rule 26.1 of the Utah Rules of Civil Procedure, shall be divided equitably between the parties by either offsetting equity in, *e.g.*, the parties' marital home or investment properties, and/or by using *Qualified Domestic Relations Orders* ("QDRO") based on the *Woodward* formula as applicable, with the division date upon entry of the divorce decree plus or minus gains or losses

up to the time of distribution. The parties shall split equally the costs to prepare QDROs as necessary.

DEBTS

59. *Debt.* On information and belief, the parties have credit cards, personal loans, and student loans. The balances on these joint cards and accounts shall be equitably allocated to each party.

60. *Later discovered.* If it is later found that during the parties' marriage, the parties contracted or incurred other debt, the debt shall be assigned to the party who incurred the debt in their own name.

61. *Indemnification.* A party who is responsible for any joint debt, obligation and liability shall keep said debts current and in good standing with creditors, indemnifying and holding the other party harmless from all loss, damage, demand or claim of any kind arising from the responsible party's failure or neglect to do so.

62. *Notification of creditors.* A party who is responsible for any joint debt, obligation and liability, shall notify respective creditors or obligees regarding the division of said debts, and regarding the parties' separate, current addresses. These orders shall be enforced by sale of any property of the spouse, contempt proceedings, or otherwise as may be necessary.

63. *Separate debts.* Neither spouse shall be personally liable for the separate debts, obligation and liabilities contracted or incurred by the other spouse during the marriage, except family expenses. Any and all debts incurred by either party after the date of filing of the *Verified Petition for Decree of Divorce* shall be the sole responsibility of the party incurring the debt, with the other party being indemnified and held harmless therefrom.

LIFE INSURANCE

64. The parties shall review, update and acknowledge, where appropriate, the list of beneficiaries in their life insurance policies or annuity contracts and affirm that the listed beneficiaries are the intended beneficiaries for any funds paid by the insurance company under the terms of the policy or contract after the divorce becomes final.

65. Father shall carry a life insurance policy with Mother irrevocably named or designated as sole beneficiary in an amount sufficient to guarantee the child support and alimony obligations herein at the net present value until the obligations have been fulfilled or terminated.

NAME CHANGE

66. If Mother desires to change her last name back to her maiden name of “Topham,” the *Decree of Divorce* shall act as her name change order.

ATTORNEY FEES AND COSTS

67. If Father contests this matter, he shall pay Mother’s attorney fees and costs to enable her to prosecute and/or defend this action.

DUTY TO SIGN DOCUMENT IMPLEMENTING DECREE OF DIVORCE

68. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of their *Decree of Divorce*. Should a party fail to execute a document within sixty (60) days of the entry of their *Decree of Divorce*, the other party may bring a *Motion to Enforce* court orders at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules

of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

**[ORDER IS SIGNED WHEN ELECTRONICALLY STAMPED BY THE COURT ON
THE UPPER MARGIN OF THE FIRST PAGE PURSUANT TO UTAH STATE
DISTRICT COURT E-FILE FILING STANDARD NO. 4 AND RULE 10(e) OF THE UTAH
RULES OF CIVIL PROCEDURE]**

CERTIFICATE OF SERVICE

I hereby certify that on March 2, 2026, I served a true and correct copy of the foregoing DECREE OF DIVORCE to:

Rick Bradley,
Respondent

Method of Service

EFILE

/s/ Missy Luke, C.P.

Paralegal