



WYATT A. KIRK (#17255)
CARR | WOODALL
1309 W South Jordan Parkway, Suite 200
South Jordan, UT 84095
Telephone: (801) 254-9450
Email: wyatt@carrwoodall.com
Attorney for Petitioner

IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR COUNTY OF UTAH, STATE OF UTAH
137 North Freedom Boulevard, Provo, Utah 84601

In the matter of the marriage of:

SUMMER MURDOCK,

Petitioner,

and

RYAN MURDOCK,

Respondent.

DECREE OF DIVORCE

Case No: 254401750

Judge: Hon. Christine Johnson

Commissioner: Hon. Marian Ito

The Court having reviewed the pleadings, the *Findings of Fact and Conclusions of Law*, and the *Stipulation and Settlement Agreement*, filed on March 10, 2026, having been fully apprised in the premises, hereby submits this *Decree of Divorce* and ORDERS, ADJUDGES AND DECREES as follows:

1. Residency: The Mother is a bona fide resident of Utah County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.
2. Marriage: The parties married on October 16, 1999, in Mesa, State of Arizona.
The parties are currently married.
3. Decree of Divorce: The parties are hereby divorced, one from the other.

4. Children: There are 2 children of this marriage who are still minors or subject to the jurisdiction of the court: W.R.M. (born December 2007); and L.M. (born July 2010).

5. Legal Custody & Parenting Plan: Both parties shall be awarded joint legal custody of the minor children and use the terms herein as a parenting plan and be bound to abide thereby.

6. Information Sharing: Both parties are entitled to direct access to all of the children's records without limitation. Both parties will be listed as parents and basic contact information provided to all third parties who interact with the children (medical, school, therapeutic, religious, childcare, etc.). The parties will provide each other with the names and telephone numbers or emails of persons who work with the children so that each party can initiate their own relationship with these people (teachers, medical providers, therapists, coaches, etc.). The parties will keep each other informed and give notice to the other parent of the activities and appointments of the children. The parents will notify each other of any special events involving the children such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible and participate fully.

7. Decisions: The parties shall have a good-faith discussion on all major decisions in the children's life prior to a decision being made regarding health, safety, religion, and education. If the parties disagree on a major decision regarding the children, the parties will first consult with an appropriate professional or relevant individual about the issue—

doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, then the parties will promptly submit the matter to mediation. If mediation does not resolve the issue, then either party may file a motion in court and schedule a hearing, and the court will decide the issue using the standard of the best interest of the child.

8. Educational Plan: Both parents shall have access to the children during school and authority to check the children out of school on his or her custodial days. The parties will obtain separate passwords for any school website so each can access events and schoolwork online. The party with the minor children in his/her care will be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time. The children will continue to attend their current schools and the appropriate feeder school (Lone Peak High School).

9. Contact Information: The parties will keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change.

10. Communication between Parents: All communication between the parties shall be civil in nature.

11. Communication with Children: Communication between a parent and the children (phone, Facetime, texting and other forms of electronic communication) shall be at reasonable hours, for a reasonable duration, and shall be uncensored, unmonitored, and unrecorded. If the children are not available when a parent calls, then the party with

parent time will initiate or have the children initiate return contact as soon as possible the same day, but not later than 24 hours. The children may initiate contact with either parent at any reasonable times and durations.

12. Travel: When the minor children are traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) travel dates; (b) destinations; (c) places where the children or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the children's location. See Utah Code 81-9-202(19).

13. Physical Custody: The parties will be awarded joint physical custody of the minor children. Parent time shall be as the parties may agree. If the parties are unable to agree, parent time will be on a week-on/week-off basis with exchanges on Tuesdays at school or at 9:00 am if school is not in session.

14. Holiday Parent Time: Holidays shall be as the parties may agree. If the parties are unable to agree, the parties will use holiday schedule in Utah Code 81-9-303 as summarized and modified as follows:

Holiday	Holiday Time Period Utah Code 81-9-303	DAD	MOM
Dr. Martin Luther King Jr. Day	Not exercised as a holiday.	NA	NA
President's Day	Not exercised as a holiday.	NA	NA
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.	Odd years	Even years

	(2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.		
Memorial Day	Not exercised as a holiday.	NA	NA
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.	Mom Every Year	Mom Every Year
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.	Dad Every Year	Dad Every Year
Juneteenth National Freedom Day	Not exercised as a holiday.	NA	NA
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	Not exercised as a holiday.	NA	NA
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.	NA	NA
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	(1) Holiday begins on October 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.	Even years	Odd years
Veterans Day	Not exercised as a holiday.	NA	NA
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.	Even years	Odd years

	(2) Holiday ends: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.		
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day 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 upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 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

15. Summer Parent Time: Parent time during the summer will continue the week-on/week-off rotation, but either party may also take a 2-week block during the summer for extended summer parent time. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended summer parent-time as follows:

- a. Priority in odd-numbered years: the Mother shall provide notice to the Father by May 1, and the Father shall provide notice to the Mother by May 15; and
- b. Priority in even-numbered years: the Father parent shall provide notice to the Mother by May 1 and the Mother shall provide notice to the Father by May 15.

c. **Failure to Timely Comply:** If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

d. **First to Comply has Priority:** If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

16. **Exchanges:** The parties will share transportation for parent time exchanges as the parties may hereafter agree. If the parties are unable to agree, the exchanges will be school-to-school or by the receiving parent, if school is not in session. The “receiving parent” is the parent who is beginning parent time.

17. **Moves:** The parties have joint physical custody, and therefore, the provisions of Utah Code 81-9-209 do not apply. As such, absent a written agreement of the parties, a parent desiring to relocate the children to a distance that makes joint physical custody unworkable or impractical, that parent must file a petition to modify seeking court assistance for custody and parent time.

18. **Mutual Restraining Orders re Children:**

a. **Disparaging:** Both parties shall be restrained from demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent. As used in this subparagraph, demeaning or

disparaging means to say anything ill of the other whether they believe it to be true or not.

b. Mutual Respect: The parties shall be supportive and respectful of the other parent in the presence of the minor children.

c. No Involvement in Legal Case: Both parties are restrained from discussing with the children any legal or financial issues in this case with the children.

d. Not Use Children as Messengers: The parties will not use the children to send messages to the other about parent time arrangements, parent time adjustments, or related to financial issues, but will discuss such issues directly with one another and outside the presence and hearing of the children.

e. Undue Influence: Both parties are restrained from attempting to influence the children's preference regarding custody or parent time.

f. Interrogation: Neither parent should question, interrogate or "pump," the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money.

g. Corporal Punishment: Neither party shall use corporal punishment as a form of discipline on the children.

h. Harassment and Abuse: Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor

children, or from committing any domestic violence or abuse against the other party or the minor children.

i. Substance Abuse: Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 12 hours prior to or during parent time with the children.

j. Third Parties: Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these subparagraphs and shall 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.

19. Child Support: The Mother is employed part time but agrees to be imputed for child support purposes only \$8,333 per month. The Father is employed and earns approximately \$12,000 per month. Effective April 1, 2026, child support is awarded to the Mother from the Father in the amount of \$275 per month pursuant to the child support guidelines. Effective June 1, 2026, child support is awarded to the Mother from the Father in the amount of \$175 per month pursuant to the child support guidelines, to account for the emancipation of one child. Child support is due one-half by the 5th and one-half by the 20th of each month.

20. Childcare: Childcare is not anticipated by either party, but if it becomes necessary, each parent will be responsible for any and all costs of childcare during his or her respective parent time, without the right of reimbursement from the other.

21. First Right: Each parent will have the first right to provide care for the children over any other third party if the parent responsible for the children is not available for a period of overnight or longer during their parent time. The parent exercising the first right must be personally available, willing to provide the transportation, and shall return the children when the other becomes available. This provision is not intended to prevent the minor children from attending occasional overnight with a grandparent, camps, playdates, or other reasonable activities for the child when the parent exercising parent time is otherwise available.

22. Medical and Dental Insurance and Premiums: One or both parents shall provide health care coverage for the medical expenses of their minor children if such coverage is available to a parent at a reasonable cost. The parent who can secure the best coverage at the most reasonable cost should do so. Currently, the Mother is providing medical insurance. Each parent shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the minor children's portion of insurance. See Utah Code 81-6-208. If, in the future, any minor child is covered by both parents (or the insurance plan of a future spouse), the coverage of the Mother shall be primary, and the coverage of the Father will be secondary. If the minor children are

covered by the insurance of both parties, each parent will pay for the cost of his or her own plan without reimbursement from the other.

23. Medical Out-of-Pocket Costs: Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical, dental, mental health, and orthodontia expenses incurred for the minor children, including deductibles and copayments. A parent who incurs such medical expenses for the minor children, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. See Utah Code 81-6-208.

24. Division of Accounts. When a parent is arranging for and making payment for medical, school, childcare or other activities, the parent will request that the provider create separate accounts for each party to pay their respective half of the costs separately. See Utah Code 15-4-6.7.

25. Extracurricular Expenses: Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. The parties agree to continue sharing dance expenses equally if the minor child continues that activity. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a

receipt or an invoice, within thirty (30) days of payment, and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the children attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the children attend during his or her parent time.

26. School Expenses: Each party shall pay fifty percent (50%) of any required out-of-pocket public-school expenses for the minor children incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment and shall be reimbursed by the other party within thirty (30) days of receipt of documents of verification.

27. Divorce Education Classes: If either party has not taken the required divorce classes, he or she will do so within 30 days and provide proof to the other party and to the court.

28. Taxes: The parties shall file separate tax returns for the 2024 tax year, and thereafter.

- a. When there are 2 children eligible to be claimed on the parties' tax returns for a particular tax year, each parent will claim one child on his or her tax returns. When only one child is eligible to be claimed for a particular tax

year, the Father will claim the child on his tax returns for the even-numbered tax years; and the Mother will claim the child on her returns for the odd-numbered tax years.

b. A party's right to claim any children on the tax returns for any particular tax year is subject to being current on all children support obligations by December 31st of the particular tax year. A party's right to claim any child on any tax return for any particular tax year is subject to a party receiving a tax benefit in a particular tax year. If a party cannot claim a child on his/her tax return for a particular tax year, then the other party is automatically entitled to claim the child on his/her return for that year. See Utah Code 81-6-210.

29. Alimony: Ryan will pay Summer lump sum alimony of \$100,000 payable in 2 payments. Ryan will pay Summer \$75,000 within 30 days of Summer moving out of the home. Ryan will pay Summer the final payment of \$25,000 by March 3, 2029.

30. Real Property: During the course of the marriage, the parties acquired a home and real property located at 11021 N Gambol Oak Cir. Highland UT 84003. This property is awarded solely to Ryan, subject to the following provisions:

a. Refinance Opportunity: Ryan will be granted an opportunity to pay Summer her equity interest in the home of \$275,000, by refinance or otherwise, if able to do so within 30 days of Summer moving out of the home.

b. Backup Plan: If Ryan is unable to pay the above equity to Summer of \$275,000, by refinance or otherwise, within 30 days of Summer moving out of the home, then the property shall be immediately listed for sale by an agreed-upon realtor. Unless the parties agree otherwise, the property shall be sold “as is.” Both parties are to keep each other informed of all offers on the property, and both shall be able to communicate with the sales agent. Both parties will comply with all reasonable requests made by the sales agent in the marketing and sale of the home.

c. Sale Proceeds: When sold, the proceeds of the sale shall be applied as follows: (1) pay expenses and costs of sale; (2) pay off any and all mortgages on the property; and, (3) Summer will receive \$275,000; and (4) the balance remaining thereafter to be awarded to Ryan.

d. Pending Equity payment/Sale: Pending the payment of equity or sale of the property, and after Summer moves from the residence and removes her belongings, Ryan shall have exclusive use and possession of the real property. Ryan will be responsible for the mortgages, utilities, and any and all other expenses related to this property and shall be responsible for its maintenance and upkeep.

31. Property Settlement: Ryan will within 5 days of the signing of this agreement pay Summer the sum of \$112,400 as settlement on all vehicles, accounts, and debts. This

amount does not include the property settlement associated with the home equity nor the alimony payments.

32. Vehicles: All vehicles are awarded to Ryan including the 4-wheeler, along with any associated insurance, and expenses relating thereto. However, Summer may continue to drive the 2021 GMC Yukon XL but will return it to Ryan within 30 days of the property settlement payment of the \$112,400 above in the same condition it is in on the date of this agreement.

33. Personal Property: All other personal property not otherwise distributed herein shall be distributed as the parties may hereafter agree. If the parties are unable to agree to a property division of items not otherwise distributed herein, the parties will submit the matter to mediation before seeking court assistance.

34. Bank Accounts: The joint account at AFCU is awarded solely to Ryan once he has paid his property settlement amount of \$112,400 to Summer. The parties will cooperate to take Summer's name off the account in the next 14 days. Each party is awarded any other bank accounts in his or her sole name as his or her separate property, free and clear of any claim of the other.

35. Music Businesses: Ryan is solely awarded all interests in the businesses related to Murdock Music along with any assets, income, LLCs, land, business names, websites, social media, debts or other liabilities—free and clear of any claims by Summer. Ryan shall hold Summer harmless on any and all debts or liabilities related to these businesses.

36. Photography Businesses: Summer is solely awarded all interests in the businesses related to her photography along with any camera related assets, income, LLCs, business names, websites, social media, debts or other liabilities—free and clear of any claims by Ryan. Summer shall hold Ryan harmless on any and all debts or liabilities related to these businesses.

37. Debts: There are no known joint debts. Summer will pay her 2024 tax debt of approximately \$2,800. Any and all other debts, credit cards, and other obligations, not otherwise distributed herein, shall be assigned and paid for by the party in whose name such debts appear. Each party will hold the other harmless on the debts ordered to be paid by him or her.

38. Retirement Accounts: Each party warrants that neither party has any known retirement, 401k, IRA, or any other retirement-like plans, benefits, or accounts.

39. Former Name: Summer McEown Murdock name shall be changed to, Summer McEown, as her legal name, and she will have the right to use this name as her legal name hereafter for all purposes, if she so desires.

40. Documentation Cooperation: Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.

41. Mediation: Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be

scheduled promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

42. Attorney Fees: Each party will pay his or her respective attorney fees and costs incurred.

*** * * END OF DECREE OF DIVORCE * * ***

Pursuant to Rule 10(e) of the Utah Rules of Civil Procedure, these proposed DECREE OF DIVORCE will be entered by the Court's Signature at the top of the first page.

NOTICE PURSUANT TO RULE 7(j)(4) OF THE UTAH RULES OF CIVIL PROCEDURE TO RESPONDENT: Notice is hereby given that pursuant to Rule 7(j)(4) of Utah R. Civ. P., this order prepared by Petitioner's Counsel shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

APPROVAL AS TO FORM:

/s/ Jared Bramwell

Jared Bramwell, Attorney for Respondent

*Signed by Wyatt A. Kirk with written permission of
Jared Bramwell on March 16, 2026.*

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of March 2026, a true and correct copy of the foregoing proposed **DECREE OF DIVORCE** was sent via electronic mail to the following:

Jared Bramwell, Attorney for Respondent

/s/ Elyssa R. Childs
Paralegal for Wyatt A. Kirk