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

In the Matter of the Marriage of:

HARLEY RUELLE,

Petitioner,

and

JAMES HUNTER RUELLE,

Respondent.

DECREE OF DIVORCE

Case No. 244700069

Judge Anthony Howell

This Matter comes before the Court on Petitioner Harley Ruelle's ("Petitioner" or "Harley") Petition for Divorce on November 15, 2024 and Respondent James Hunter Ruelle's counter petition ("Respondent" or "Hunter") filed on December 3, 2024. The parties' entered a Stipulation and Settlement Agreement signed by the parties on March 23, 2026 and March 24, 2026 respectfully and filed with the Court on March 25, 2026, resolving all issues pending in this divorce action. Petitioner represented herself and Respondent was represented by Ron W. Haycock, Jr. of the law firm Strong & Hanni. The Court having reviewed and accepted the agreement of the parties, and entered its Findings of Facts and Conclusions of Law, now ORDERS, ADJUDGES, and DECREES as follows:

MARRIAGE

1. The parties are husband and wife, having married on September 4, 2015, in Colorado Springs, Colorado.

GROUND

2. The parties are hereby granted a divorce on the grounds of irreconcilable differences and because the parties have been unable to resolve their marital problems, making continuation of their marriage impossible under Utah Code Ann. §81-4-405(1)(h).

CHILDREN

3. The parties have two (2) minor children of the marriage. There are no other children expected as issue of this marriage and Petitioner is not pregnant at this time.

Initials	Date of Birth
J.L.R.	January 2020 - Boy
J.M.R.	September 2021 - Girl

4. The Court has personal and subject jurisdiction over the parties' minor children and Utah is the home state of said children for custody purposes.

CUSTODY

5. **Joint Legal Custody.** It is in the best interest of the children that the parties are awarded joint legal custody. The parties shall consult about all major decisions related to their children's non-emergency health care, education, and religious matters.
6. If a disagreement arises, the parties shall first calmly identify the issues, communicate their respective positions, involve the relevant professionals (i.e., medical, dental, educators, etc.) and then attempt to come to a resolution. If the parties are unable to reach an agreement the parties shall attend mediation sharing the cost of the mediator equally. If no agreement is reached the parties shall mediate with a court-approved mediator and equally share the costs of the mediator. If the parties are not able to come to an agreement through mediation, Petitioner shall have final-say authority. If Respondent feels that a decision made is not

in the best interest of the children he may challenge the decision by bringing the issue before the Court.

7. **Physical Custody and Parent Time.** The parties are awarded joilent physical custody of the parties children. Parent time shall be as the parties agree. If the parties are unable to agree, Respondent's parent time shall be as outlined under Utah Code Ann. §81-8-303 with his mid-week overnight visit being on Thursday. The parties may change the mid-week visit day through mutual agreement made in writing through text message or email.
8. The parties shall follow Utah Code Ann. §81-9-303 for extended parent time and holidays with Petitioner being designated as "custodial parent" and Respondent designated as "non-custodial parent" for the sole purpose of determining the holiday and extended parent time rotations and this designation shall not otherwise effect either parent's rights.
9. Hunter shall be granted virtual parent-time with a phone/FaceTime call twice a week for up to fifteen minutes for each child.

PARENTING PLAN

10. The parties shall adhere to the following parenting plan:
 - a. Each parent shall make decisions regarding day-to-day care and control of the children during their parent time.
Regardless of the allocation of decision making in this

parenting plan, either parent may make emergency decisions affecting the health or safety of the children.

- b. Both parties shall be allowed reasonable telephone and virtual parent time with the parties' children.
- c. Each parent shall give special consideration to make the minor children available to attend family functions such as weddings, funerals, religious holidays, important ceremonies, and other significant events in the life of the children.
- d. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent time schedule.
- e. Both parties shall have direct access to all school reports and medical records and shall notify the other parent immediately in the event of a medical emergency.
- f. Each party shall provide the full names of any adults they are dating and the children shall not left alone with a significant other of a party until this information has been provided to the other party and they have been dating exclusively for six months.
- g. Respondent will not leave the children alone with his sister Elizabeth Ruth Ruelle.

- h. Neither parent shall say nor do anything derogatory against the other party in the presence of the minor children nor do anything to diminish the love and respect of the children for both parents.
- i. The children will not be cross-examined or grilled by a parent as to what occurred at the parent time of the other parent. The parents will not allow third parties to do what they themselves are prevented from doing.
- j. The children shall not be used as confidants or messengers between the parties.
- k. In the event a party leaves the state on their parent time with the minor children, the party shall provide the other party emergency contact information.
- l. The parties shall cooperate with the use and obtaining of a passport for the minor children. Harley shall be the custodian of the passport and shall be reasonably provided to Hunter for travel with the children. The parties will cooperate in providing any permission needed upon reasonable notice and to reasonable destinations. The passports will be returned to Harley within seven days from the return from the trip.

- m. The parents shall work to be sure that they each are able to spend time with the minor children, and work to allow the minor children to spend time with either parent when his schedule or desire permits.
- n. The parties shall be required to give the full name, address, and phone number of all surrogate care providers before the minor child(ren) is/are entrusted with any surrogate care provider.
- o. Any parental duty not specifically address as part of the parties' Parenting Plan or Decree of Divorce, shall be discussed and mutually decided by both parties. If either party fails to comply with a provision of their Parenting Plan, having been entered, other obligations concomitant to the parties' Decree of Divorce or Parenting Plan shall not be affected.
- p. The foregoing shall satisfy the requirements of a Parenting Plan under Utah law.

MILITARY PARENTING PLAN

11. This Military Parenting Plan is in addition to the Parenting Plan stated herein because Hunter is a servicemember:

- a. After receiving notice of deployment, a deploying parent (Hunter) shall give written notice to Harley within 7 days or

as soon as reasonably possible. The written notice of deployment shall include the destination, duration, and conditions.

- b. While Hunter is deployed, caretaking authority of the parties shall be given to Harley. Hunter shall maintain some caretaking authority when applicable such as if he is in Utah or on leave from duties/deployment.
- c. The parties must notify the other of any change in mailing or residential address.
- d. The parties shall have decision making authority to day-to-day decision of the children during the time they are caring for the children. They may also make emergency decisions affecting the health or safety of the children. If either party makes an emergency decision, they must share the decision with the other parent as soon as reasonably possible.
- e. If the parties need to resolve a dispute about the children, they shall discuss the issues in good faith and try to reach an agreement based on what is best for the children.
- f. If the parties are unable to agree, they shall participate in mediation. If they cannot make a decision they may bring the matter before the Court.

- g. Hunter shall be permitted a phone call/FaceTime with the children twice a week for up to fifteen minutes for each call and each child.
- h. When Hunter is on leave or otherwise available, Hunter shall have parent-time as the parties agree and if they cannot agree then in accordance with Utah Code Ann. §81-9-209. Hunter's parent time shall be in coordination with his weekends and work schedule. Due to Hunter's work and military obligations, the parties shall work together to ensure that Hunter receives parent time anytime he is in Utah.
- i. Child support obligations cannot be modified by the Military Parenting Plan.
- j. The arrangements in this Military Parenting Plan terminate immediately upon return and release from deployment and revert back to the standard parenting plan listed herein.

12. Mutual Restraining. Both parties shall be bound by a mutual restraining order and require that the parties maintain civility and prohibit both parties from harassing, threatening to harass, or allowing third-parties to harass one another. Neither party will

demean, belittle, or disparage the other party or permit any third-party to do that which they are prohibited from doing themselves.

13. Access to Reports and Records. Each parent shall have access to all school reports including daycare reports, and medical records and shall be notified immediately by the other parent in the event of a medical emergency.

14. Right of First Refusal. Each party may arrange for surrogate care of the child while the child is in their custody, unless the parent is unavailable overnight or longer, in which case the other parent shall be given the first right of refusal as soon as is reasonably possible to provide care for the child. The parties shall ensure that they both have the contact information for all surrogate care providers. Parental care shall be given precedence over surrogate care. Any care provider (other than relatives) used by a parent shall be adequately trained and licensed in order to provide care for the child.

15. Relocation. The relocation provisions of Utah Code §81-9-209 shall apply. If either party decides to move from the State of Utah or 150 miles or more one way from the residence of the other party, that parent shall provide reasonable advance written notice

of the intended relocation to the other parent. The children shall stay with the non-relocating parent unless the parties mutually agree in writing otherwise or if relocation of the children is ordered by the Court.

16. Child Care. If the parties are unable to provide parental care for their child, the parties shall first utilize family members that may be available for childcare so long as the family member is available at no cost. Shall family members not be available at no cost for work related child-care, the parties shall equally share all reasonable work-related childcare expenses pursuant to Utah Code Ann. §81-6-209.

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- a. If an actual expense for reasonable work-related childcare is incurred, a parent shall begin paying his share on a monthly basis immediately upon presentation of proof of the child-care expense, but if the childcare expense ceases to be incurred, that parent may suspend making monthly payment of
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that expense while it is not being incurred, without obtaining a modification of the child support order.

- b. In the absence of a court order to the contrary, a parent who incurs childcare expense 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 the request of the other parent.
- c. In the absence of a court order to the contrary, 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.
- d. In addition to any other sanctions provided by the court, 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 UTAH CODE ANN. § 81-6-209(3).

CHILD SUPPORT AND EXPENSES

17. Child Support. Child support shall be ordered for the use and benefit of the parties' minor children, using the joint physical custody child support worksheet with Petitioner receiving 220 overnights per year and Respondent receiving 145 overnights per year and the parties' actual and/or imputed incomes in accordance with the Utah Uniform Civil Liability Support Act. Harley is not employed but shall be imputed a gross monthly income at \$1,257. Hunter is employed at \$19.50 per hour and making a gross monthly income of \$3,380.

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- 18.** Accordingly, child support is \$622. However Respondent agrees to an upward deviation and will pay Petitioner \$800 per month for child support.
- a. Support shall be due on the first of the month but shall be paid in two monthly installments, one-half on the 5th, and one-half on the 20th of each month, and shall continue until the minor children reach the age of 18, graduates from high, when the child dies, marries, or becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. § 81-6-203 et seq.

- b. Adjustments. Child support shall automatically adjust based on the sole custody worksheet when each child reaches the age of 18, graduates from high school with the child's normal and expected year of graduation, whichever occurs later, or when the child dies, marries, becomes a member of the armed forces of the United States or is emancipated in accordance with Utah Code Ann. § 81-6-203 et seq.

19. Health and Accident Insurance. Pursuant to Utah Code §81-6-208, it is reasonable and proper that:

- a. The parties shall be ordered to maintain health and hospital care insurance on the minor child. Hunter is currently providing health insurance coverage for the children and shall continue to be the primary insurer for the children.
- b. The Court shall include an Order in which both parties share equally all reasonable and necessary uninsured and out-of-pocket medical and dental expenses for the minor child, including but not limited to one-half of expenses for the monthly premium, any surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma, as well as all other reasonable and necessary uninsured or

out-of-pocket medical and dental expenses, in accordance with §81-6-208, Utah Code Annotated (as amended).

- c. Except as provided in paragraph (b) above, either parent who incurs out-of-pocket medical expenses for the parties' minor child shall provide written verification of the cost of such medical expenses to the other parent within 30 days, with the other parent paying half of the payment or reimbursing the paying parent if already paid in full, within 30 days of receiving the verification.
- d. In addition to any other sanctions provided by the Court, either parent incurring medical 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 knowingly and willingly fails to comply with subparagraph (e), as applicable.
- e. The parents shall be ordered to provide a copy of the Decree of Divorce to each creditor providing medical or dental services for the minor child. Pursuant to §15-4-6.7 Utah Code (as amended), each creditor is to be notified that the creditor is prohibited from making 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 by the Decree of Divorce. Each creditor receiving a copy of the Decree of Divorce is to be notified that the creditor is prohibited from making a negative credit report or report of debtor's repayment practices or credit history regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce.

20. Extracurricular Activities. The parties shall equally be responsible for the costs of any school-related extracurricular activities and fees to participate in classes. Any non-school related activity shall be shared equally if mutually agreed. If not mutually agreed, a parent may still sign the child(ren) up for the activity at their sole cost so long as it does not interfere with the other parent's parent time unless agreed in writing such as a text or an email.

21. Tax Exemption. The parties shall split the minor children with Harley claiming J.L.R. and Hunter claiming J.M.R. on their taxes each year.

22. The parties shall sign all applicable tax forms to allow them to claim the minor children as outlined in the decree.

23. When there is only one child to be claimed on taxes, the parties shall alternate years in regard to claiming the tax credits for the minor child with Petitioner claiming the child in even years and Respondent in odd years.

24. The child support obligor shall be current on their child support as of December 31st of the taxable year in order to claim the child.
25. When there is only one child eligible to be claimed for tax benefits, the parties shall alternate claiming the child with Petitioner claiming even numbered tax years and Respondent claiming the child in odd numbered tax years.

ALIMONY

26. Alimony is not appropriate in this case. Both parties are young and have experience in the workforce generally and are able to produce sufficient income to cover their own needs and monthly expenses. Moreover, Hunter does not have the ability to pay. Alimony shall not be awarded to either party now or in the future.

PROPERTY AND DEBTS

27. **Vehicles.** The vehicles shall be divided as follows:
- a. The 2014 Chevy Sonic shall be awarded to Harley including all parts/equipment.
28. **Personal Property.** Throughout the marriage, the parties have acquired certain personal property, items of household goods, furnishings, fixtures, appliances, and other items of personal property. The parties shall divide the marital property as they agree. Harley shall be awarded any premarital property and personal effects. Hunter shall be awarded any premarital property and personal effects.

29. Debts. During the period of their marriage, the parties have incurred certain debts and obligations. Each party will be ordered to assume and pay the debts as they can agree but if they cannot agree shall be divided equitably. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

a. Harley shall be required to pay her student loans in the account ending in 9518. She will pay the entire debt and provide Aidvantage a copy of the decree of divorce.

b. The parties shall be required to pay any and all debts in their own names and hold each other harmless therefrom.

30. Real Property. The parties have no real estate.

31. Financial Accounts. Any bank accounts the parties hold in their own names shall be awarded to the party whose name it is in.

32. Retirement. The parties shall retain their own retirement accounts in their own names free of any claim by the other party.

33. Attorney's Fees. The parties shall each pay their own attorney fees and costs incurred in this matter.

34. Cooperation and Execution of Documents. The parties shall fully execute whatever documents are necessary for the implementation of the terms of the Agreement and the subsequent terms set forth in this Decree

of Divorce. Shall party fail to execute documents, and the other party is required to bring a motion to enforce provision, the Court may appoint another person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure for the disobedient party, and the disobedient party shall be liable for the attorney fees and costs incurred in having to file and argue the motion.

35. The parties do not desire to exercise any further discovery rights, not do they desire a trial to have the court decide these issues and waive such rights. The parties have had the right to obtain advice of legal counsel of his or her own choice before signing the Agreement and have received such advice or hereby waive that right.

36. Fair Settlement Disclosure. Both parties disclosed and acknowledged that the terms in their Stipulation are fair and reasonable and that they agree to the terms of the stipulation and subsequent decree herein voluntarily and of his or her own free will, and that he or she does so free from any undue influence, threat, or duress. Neither party has relied upon the representations of the other as to any fact in choosing to settle this action. Both parties have relied upon his or her own independent knowledge of the facts in choosing to resolve this case. Each party has independently assessed the values of the vehicles and properties. The parties have fully disclosed all property, accounts, and marital property. Shall any undisclosed accounts be discovered, they shall be awarded in

their entirety to the party to which the disclosure was not made. By signing the Agreement, both parties waived his or her right to further discovery under the Utah Rules of Civil Procedure. Both parties are fully informed, understand and acknowledge that, in signing the Agreement, the case be fully, completely, and finally settled.

37. Miscellaneous Provisions. The Agreement of the parties is effective on the date signed by all parties. The agreement and this subsequent decree resolves all issues pending between the parties, except unless specifically reserved herein. Both parties acknowledge the jurisdiction of this court and consent thereto.

****Entered by the Court as indicated by the Seal at the top of the first page.****

APPROVED AS TO FORM:

DATED THIS 31st day of March 2026

/s/Harley Ruelle*

Harley Ruelle

Petitioner

*Original signature approving the Decree of Divorce is on file with the Court.

(See Dkt. #47)

RULE 7(j)(4) NOTICE AND
CERTIFICATE OF SERVICE

Pursuant to Utah Rule of Civil Procedure 7(j)(4), if you object to the form of this proposed order, then you must file your written objection with the court and serve the same upon the parties or their counsel within seven (7) days after service of this notice, plus three (3) days for mailing if this notice is mailed via U.S. Mail. Shall no objections to the form of the proposed order be submitted to the court and the parties or their counsel within seven (7) days after service of this proposed order upon you, then the foregoing shall be presented to the court for entry; whereby, this proposed order shall, most likely, be entered as a final order of the court.

The undersigned hereby certifies that on this 26th day of March 2026, a true and correct copy of the foregoing ***Decree of Divorce*** was caused to be served upon the following parties, as follows:

Harley Ruelle

tigerette16@gmail.com

Petitioner

1(☐) U.S. Mail, Postage Prepaid

(☐) Hand Delivered

(☐) Overnight Mail

(X) Email

() Electronically filed

/s/ Ron W. Haycock, Jr.

Ron W. Haycock, Jr.

Attorneys for Respondent