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IN THE FOURTH DISTRICT COURT, UTAH COUNTY  
STATE OF UTAH

In the matter of the marriage of:  PEYTON NACKOS,  Petitioner,  and  ANIKA NACKOS,  Respondent.	<b>DECREE OF DIVORCE</b>  Case No. 254403126  Judge Griffin Commissioner Snow
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The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the Court.

1.     Residency. The Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.

2. Marriage Statistics. The parties were married on July 27, 2022, in Provo, Utah, United States and are presently married.

3. Grounds. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. Children. The following are minor children of the parties.

Name	Date of Birth
L. D. N.	January 2023

#### PARENTING PLAN

5. Custody/Parent time. The Parties are awarded joint custody of their minor children with Mother being designated as the primary and residential parent. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mother	Mother	Mother	Mother	Father	Father	Father
Week 2	Mother	Mother	Mother	Father	Father	Father	Father

a. The parties shall have 50/50 custody such that Mother exercises parent-time every Monday overnight, Tuesday overnight and Wednesday overnight with the exchange at school on Thursday morning or 9 a.m. when school is not in session when Father has Thursday overnights and exchange at school on Friday morning

or 9 a.m. when school is not in session when Mother has Thursday overnights. Father shall exercise parent-time every Friday overnight, Saturday overnight and Sunday overnight with the exchange at school on Monday morning or 9 a.m. when school is not in session. Thursday overnights shall alternate between the parties with each party receiving every other Thursday with the exchange at school or 9 a.m. when school is not in session.

b. Until the minor child is enrolled in school, the parties shall exchange the minor child at 6:00 pm on Thursdays when Father has Thursday overnight and 6:00 p.m. on Fridays when Mother has Thursday overnight.

c. Extended Parent Time in the Summer.

i. Minor Child is 5 Years Old or Younger. While the minor child is under the age of 6, each party will receive one-uninterrupted weeks in the summertime.

ii. Minor Child is 6 Years Old or Older. While the minor child is 6 years old or older each party will receive two-uninterrupted weeks in the summertime.

6. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1 each

year for first option parent and May 15 for second option parent. Father shall have first choice of extended time in odd numbered years and Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

7. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code Annotated §81-9-303 with the following modifications:

Even Years	Odd Years	Holiday and Time
Father	Mother	<b>President's Day</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	<b>Spring Break</b> after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	<b>Memorial Day</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	<b>July 4<sup>th</sup></b> 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	<b>July 24<sup>th</sup></b> 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	<b>Labor Day</b> after school

		on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	<b>Fall Break</b> after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	<b>Halloween</b> after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Mother	Father	<b>Thanksgiving</b> after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	<b>First Half of Winter Break</b> beginning after school the day school lets out until December 24 at 8 p.m.
Father	Mother	<b>Second Half of Winter Break</b> , beginning December 24 at 8 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The <b>day before or after child's birthday</b> from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	<b>Child's actual birthday</b> from after school or 9 a.m. if school is not in

		session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	<b>Father's Day</b> the day before the holiday at 6 p.m. to the day after at 9 a.m.
Mother	Mother	<b>Mother's Day</b> the day before the holiday at 6 p.m. to the day after with the exchange at school

8. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the parties will mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

a. Medical. Emergency and sick care shall be attended immediately by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes for emergency or

same day care. The parent shall notify the other parent within 24 hours of scheduling for any regular medical or dental appointment, and the parent who has the parent time shall attend the appointment.

If it is emergency care, both parents shall be able to attend the care.

b. Separate Accounts. According to Utah Code Annotated §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

c. Changing Parent-Time. There shall be no changes to the parent-time schedules as designated herein, unless the parent with the parent-time makes an agreement in writing. The parents shall not talk to the children about any change in parent-time prior to a written agreement between the parties of the change.

9. Relocation. If either party moves more than 150 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code Annotated §81-9-209.

10. Communication. The parties will discuss all parenting concerns by text or e-mail at any time needed and will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

11. Online Calendar. The parties shall use an online calendar to

communicate activities of the children. Mother shall send an invite to Father within 14 days of the stipulation. Both parties shall have the ability to edit the calendar. Both parties shall list the important events of the children on the calendar, which shall constitute the notice requirement as designated herein.

12. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

13. Travel.

a. When the children travel with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

- i. An itinerary of travel dates;
- ii. Destination;
- iii. Places where the children or traveling parent can be reached;
- iv. And, the name and telephone number of an available third person who would be knowledgeable of the children's



location.

b. Both parties shall have unfettered access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

14. Change of Information. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

15. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

16. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

17. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

c. The parties will not use their children to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any children's activity.

d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or

threatening the other party.

e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.

f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

h. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

18. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available six hours or more during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

19. Limitations.

a. Romantic Partners. The parties shall not permit a romantic partner to stay overnight while the minor child is present unless the party and the romantic partner are married or have been in a serious relationship for at least six (6) months.

b. Corporal Punishment. The parties shall not use corporal punishment on the                      minor child and shall not permit any third party to do so.

c. Tattooing, Body Piercing, and Permanent Cosmetics.  
Neither parent shall                      permanently alter, or permit any other person to permanently alter, the appearance                      of the minor child's body, including but not limited to body piercing, tattooing,                      permanent cosmetics, or other cosmetic procedures, without the other parent's                      prior written consent.

d. The people in the respective households and the parties will not use illegal                      drugs, prescription drugs in a non-prescribed manner or alcohol in excess while                      they are exercising parent-time.

e. The parties are constrained from allowing the minor children to be in the                      presence of any other person who the parties suspect or have reason to suspect                      may be under the influence of alcohol in excess, illegal drugs, or non-prescribed                      drugs.

f. Upon reasonable suspicion, either party shall submit to random alcohol                      testing at the request of the other party. The party requesting the test will pay for                      the cost of the test. If

the test is positive or “dirty”, the party taking the test shall be responsible to reimburse the requesting party the cost within 30 days. The results of the drug or alcohol test need to be provided within 24 hours of receiving the results. Failure to take the test shall be considered a positive or “dirty” test. Upon receiving a dirty test, the parent exercising parent time shall immediately return the minor child to the other parent.

20. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. Either party may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

21. Activity Costs. Each party shall assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties agree that the minor child can participate in gymnastics. The parties shall pay the providers directly if possible. If it is not possible, 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 or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the shared calendar within 24 hours of receiving the calendar or any change.

22. School Fees. Each party shall assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. Should the parties enroll the minor child in a private school, the parties shall share this expense equally. The parties shall pay the school directly if possible. If it is not possible, 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 or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or

verification.

23. Transportation for the Children. The parties will utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent will provide the transportation from the other parent's residence unless otherwise mutually agreed upon.

24. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the other parent is aware of the identity of the individual, and the receiving parent will be with the children by overnight.

#### FINANCIAL ITEMS AND ASSET DISTRIBUTION

25. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 et seq. Mother's gross monthly imputed income is \$3,155 per month. Father's gross monthly imputed income is \$3,120 per month. Mother has 183 overnights and Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. The parties acknowledge that the child support calculation is de minimis, and neither party shall pay child support to the other at this time.

26. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §81-6-208. Mother

is currently providing said insurance.

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

b. Any supplemental health insurance for the minor child shall be paid by the party who maintains such coverage, unless otherwise agreed in writing by the parties.

c. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

d. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of



receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

e. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

f. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

g. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

27. Childcare Expenses. The parties shall adopt Utah Code Annotated §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. The parties shall use family at no cost when available.

28. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor children as follows:

a. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. Mother will be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Father will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

29. Taxes. The parties shall file separate tax returns for tax year 2025, and each party shall be solely responsible for his or her own tax preparation costs, tax liability, and any refund to which he or she may be entitled.

30. Real Property. The parties do not presently own an interest in real property.

31. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2019 VW Jetta	Father
2003 Honda Accord	Mother

- a. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this stipulation.

32. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Debt in Father's Name	Father
Debt in Mother's Name	Mother

- a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.
- b. Other Debts: The parties are aware of no other joint debts

not otherwise addressed in this Order and each shall pay any and all separate debts in their own names. Should 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.

c. Delinquency in Payments: 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.

33. Checking And Saving Accounts. The parties have already divided their checking and savings accounts. Any joint accounts shall be closed within 14 days of the date of stipulation.

34. Retirement Accounts. Each party will be awarded the retirement accounts in their own respective name and will waive all claim to the other party's retirement.

35. Name. Anika Claire Nackos will have the option of restoring her name to Anika Claire Kloepper.

36. Alimony. Neither party shall be awarded alimony. Parties waive and relinquish the right to receive alimony from the other both now and in the future.

37. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

38. Divorce Education. The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.

39. Attorney's Fees and Costs. Each party shall assume his or her own costs and attorney's fees incurred in this action.

**Approved as to form:**

**/s/ Alex Koenig**

Alex Koenig

*Attorney for Petitioner*

Signed with permission via email

**THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S  
SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.**

**NOTICE TO PARTIES:**

Pursuant to Utah Rule of Civil Procedure 7(j), Respondent's attorney, Orion T. Foxx, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

**CERTIFICATE OF SERVICE**

I certify that on April 13, 2026, I transmitted a true and correct copy of the foregoing document via email to the following:

Alex Koenig  
*Attorney for Petitioner*

**/s/ Orion T. Foxx**  
Orion T. Foxx  
*Attorney for Respondent*