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IN THE FOURTH JUDICIAL DISTRICT COURT

IN AND FOR UTAH COUNTY

PROVO, UTAH

In re the Marriage of:

TODD MICHAEL BERGSTROM,
Petitioner,

and

SIERRA AUTUMN BERGSTROM,
Respondent.

DECREE OF DIVORCE

Case No. 254402035

Judge: Derek Pullan

Commissioner: Marla Snow

This matter came before the Court based upon Petition for Divorce filed with this Court on July 30, 2025. The parties entered and filed a Stipulation and Settlement Agreement on February 23, 2026, which is now part of the official record. After a review of the file, and now being fully advised, the Court, for good cause appearing, hereby **ORDERS ADJUDGES and DECREES:**

RECITALS:

1. **Filing Fee.** Todd has paid the required filing fee.
2. **Marriage of the Parties.** The parties were married in Draper, Utah on July 22, 2017.
3. **Children.** There are two minor children common to the parties, and subject to this proceeding, namely A.L.B., born September 2018 and O.G.B., born December 2020.
4. **Education Requirements-** Both parties have completed the education requirements.
5. **Waiver of Right to Trial:** This case has come before this Court for a final Decree of Divorce. The Court has taken all testimony needed to enter the final Decree, or the Court has determined testimony is not needed to enter the final Decree, and both parties having waived their right to proceed to trial and having jointly requested the Court to enter the following orders:
 6. **Jurisdiction:** This Court has jurisdiction over the parties under the law, the provisions of the Stipulation for Decree of Divorce are fair and reasonable under the circumstances and the division of property and debt is fair and equitable under the circumstances.
 7. **Ninety (90) Day Requirement.** The jurisdictional requirements for dissolution of marriage have been met. At the time this action was filed, Todd was domiciled in the State of Utah, Utah County and had resided there for at least 3 months.
 8. **Mandatory Cooling off Period.** The Petition for Divorce was filed on July 30, 2025, and pursuant to the 30-day statutory cooling off period required by Utah Code § 81-4-402 this Court can sign this Decree any time after August 31, 2025.
 9. **Irretrievably Broken.** As required by Utah Code § 81-4-405 the parties agree that the marriage is irretrievably broken, and a mutual Decree of Divorce shall be

issued based on the grounds of irreconcilable difference.

10. **Public Assistance.** Neither party is receiving public assistance.
11. **Military Service.** Neither party is currently serving or has served in the military.
12. **Protective Orders.** There is no Order of Protection effective in this matter.
13. **Alimony.** Neither party shall receive alimony and this issue is forever waived.

PARENTING PLAN

14. **LEGAL CUSTODY:** The parties shall share joint legal custody of the minor children.
15. **DISPUTE RESOLUTION:** To the extent that they do not otherwise conflict with any of the provisions of the Stipulation, the parties shall abide by the advisory guidelines set forth at UCA §81-9-202. In the event of a conflict between the terms of the Stipulation and the guidelines, the terms of the Stipulation shall govern and take precedence. The parties shall handle decision making regarding the minor children as follows:

- i. Day to day and emergency decisions shall be made by the parent who the child is with at the time. In the event of any emergency involving the child, the other parent shall be notified as soon as reasonably possible.
- ii. The parties shall attempt to reach shared decisions on behalf of the child in connection with all major decisions. The parent who becomes aware of a major decision concerning the child shall notify the other parent upon becoming aware of the issue.
- iii. The parties shall then discuss the issue in an attempt to reach an

agreement regarding the decision, and in conjunction with this will consult with a professional or professionals (if applicable) who are qualified in the area of the decision.

- iv. In the event the parties are unable to reach an agreement regarding the decision, they will participate in mediation to address the decision. The mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediation.
- v. If the parties are unable to reach an agreement regarding the decision, then the status quo should stay in place until the parties can bring the case before the Court for resolution.

14. **EXTRA-CURRICULAR ACTIVITIES:** The parties shall discuss the child's involvement in an extracurricular activity prior to enrolling the child in the activity. If the parties mutually agree upon an activity in writing, then they shall share equally the expenses associated with the activity, transport the child to the activity during their parent time, and allow the child to attend the activity during their parent time. If a parent does not agree to an activity in writing, the other parent may still enroll the child in the activity, however the parent who does not agree with the activity is not responsible to share any expenses related to the activity, is not required to transport the child to the activity and may decline to allow the child to attend the activity during their parent time.

15. **PHYSICAL CUSTODY:** The parties shall have joint physical custody. Parenting time shall be as the parties agree. If the parties are unable to agree, Sierra shall have parenting time every Monday and Wednesday, and Todd shall have parenting time every Tuesday and Thursday. The party shall alternate every other weekend. The party ending their parenting time shall drop the child off at

school/daycare by 8 am or the parties will meet at another mutually agreed upon location if the children are not attending school/daycare.

16. **HOLIDAY SCHEDULE:** The parties shall share holidays with the children as they agree. If they cannot agree, the parties shall follow the holiday schedule as outlined in Utah Code Ann. 81-9-303. Todd shall be the custodial parent for purposes of the holiday schedule. Holiday parenting time will supersede any regular or extended parenting time.

17. **EXTENDED SUMMER PARENTING TIME:** The parties agree that each party should be entitled to two weeks of uninterrupted parent-time each summer as follows:

a. Each party should make a designation at least 30 days before the day on which their designated two-week period begins.

b. For their uninterrupted parent-time in odd-numbered years, Todd should provide notice of the dates he elects to exercise her uninterrupted parent-time to Respondent by May 1st; and Sierra should provide notice of the dates she elects to exercise her uninterrupted parent-time to Todd after receiving his notice of election or after May 1st, whichever is earlier.

c. For the uninterrupted parent-time in even-numbered years, Sierra should provide notice of the dates she elects to exercise his uninterrupted parent-time to Todd by May 1st. Todd should provide notice of the dates he elects to exercise his uninterrupted parent-time to Sierra after receiving her notice of election or after May 1st, whichever is earlier.

d. The parties should not designate their extended summer parent-time in such a way that it interferes with the other party's holiday parent-time or any other already designated parent-time.

e. Failure to designate summer parent-time by the deadlines described herein should not automatically forfeit a party's right to extended summer parent-time. The parties should do their best to accommodate each other's schedules, even when requests are late. Neither party should be required to accommodate a request that is made unreasonably late or made without reasonable notice, but the parties should be as flexible and accommodating as they can in ensuring that the children are able to spend meaningful time with each party during their summer vacations.

18. **PARENT-TIME CONFLICT RESOLUTION:** When there is a conflict regarding the parent-time schedule, the parties agree to use the following list as a rule-of-thumb for which parent-time takes priority, listed from highest priority to least priority:

- 19. Holiday parent-time.
- 20. Extended summer parent-time.
- 21. Regular parent-time.

21. **TRANSPORTATION:** The parent ending their parenting time shall be responsible to drop the child off at daycare or at the other parents home.

22. **OVERNIGHT TRAVEL:** In the event a parent travels away from their residence overnight with the child, they shall provide the information required by Utah Code Ann. §81-9-202.

23. **PASSPORTS:** Should either party request it, the parties should cooperate in obtaining and renewing passports for their minor children. The party who most recently traveled out of the country with the minor children should hold the children's passports until the other party shows proof that they have taken a substantial step toward booking travel that will require the children's passports.

The parties should then exchange the children's passports at the next parent-time exchange or make other arrangements if timing or other considerations make waiting for the next parent-time exchange impracticable.

24. In the event that the party holding the children's passports has already booked international travel involving the children and the children's passports that will occur prior to the plans of the party requesting the passports, the party holding the children's passports should continue to hold the passports until their travel is complete and then should exchange the passports with the requesting party at the subsequent parent-time exchange or as agreed upon by the parties.

25. **COMMUNICATION:** The parents may initiate communication with the children at their sole discretion. All such communication shall be at reasonable times and of reasonable frequency and duration. The parties may communicate via email or text. Communication shall be civil and courteous.

26. **CHILD SUPPORT:**

a. Todd's gross monthly income for child support purposes is \$8692. Sierra's gross monthly income for child support purposes is \$2720. Based on the joint custody worksheet, Todd shall pay Sierra \$499 per month in and for child support. This amount shall begin on February 1, 2026.

b. Past Support- The parties agree that Todd will pay Sierra \$2100 in back support. This amount will be paid within 6 months of the signed Decree of Divorce.

c. Unless the Court orders otherwise, support for the child will terminate at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces

of the United States, or is emancipated.

d. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month. Payment shall be made by electronic transfer to the account Sierra designates.

e. Tax Exemptions- Each party shall claim one child on their taxes. Sierra will claim the oldest child each year and Todd will claim the youngest child each year. When the older child is no longer eligible for the tax benefit, the parties will alternate claiming the youngest child.

f. Out of Pocket Medical- Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor child's portion of insurance. The minor child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor 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 minor children in the instant case.

g. If both parties have the children covered on their own insurance plans, then each shall be solely responsible for their own premium expenses.

h. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the minor child's portion of the premium. In cases in which the parent does not have insurance, but another member of the parent's household provides insurance coverage for the minor child, the parent may receive credit against the base child support award or recover the other parent's share of the minor child's portion of the premium.

i. Each parent shall share equally all reasonable and necessary

uninsured and unreimbursed medical and dental expenses incurred for the minor child, including but not limited to deductibles and copayments.

j. The parent who is maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the minor child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew or should have known of the change.

k. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment with reimbursement to take place within the following thirty (30) days.

l. In addition to any other sanctions provided by the court, a 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 that parent fails to comply with Subsections (d) and (e) of this paragraph.

m. If, at any point in time, the dependent minor children are covered by the health, hospital, or dental insurance plans of both parents, Todd's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor children and Sierra's health, hospital, or dental insurance plan shall be secondary coverage for the minor child. If a parent remarries and the minor 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 minor

child.

1. **CHILD CARE:** The parties agree that they will share equally in any work-related daycare cost.

2. **RELOCATION:** If either party moves more than 150 miles from their current residence, the parties shall follow the statutory relocation provisions of Utah Code Ann. §81-9-209.

3. **MUTUAL RESTRAINING ORDER:**

a. Both parties shall be restrained from making disparaging or derogatory remarks to one another or to their minor children about one another or in the presence of the minor child, either verbally, in writing or otherwise.

b. Both parties are mutually restrained from annoying, stalking, harming, harassing or threatening the other party or any person with whom the other party is married, dating or romantically involved.

c. The parties shall not enter the residence of the other party without permission from that party.

d. Each party is restrained from posting any stories, pictures, statements, direct messages or comments about the other party, or any person with whom the other party is married, dating or romantically involved, on any social media sites or public forums.

e. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his/her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not.

4. **DIVISION OF PROPERTY:**

22. **Real Property-** The parties do not own any real property.

23. **Personal Property-**

i. **Vehicles-**

a. Todd is awarded the 2022 Chevy Silverado in his possession and shall be responsible for all debt and liabilities on the vehicle. Todd shall have 90 days from the date of the signed Decree of Divorce to refinance the vehicle in his name.

b. Sierra is awarded the 2015 Hyundai Elantra in her current possession and shall be responsible for all debt and liabilities on the vehicle.

ii. **Bank Accounts-**

a. Each party is awarded any account in their own name.

b. Any joint accounts shall be split equally between the parties and closed.

iii. **Retirement Accounts-** Each party shall be awarded any retirement account in their own name.

iv. **Life Insurance-** Each party is awarded any life insurance policies in their own name and shall be responsible for any premiums.

v. **Personal Property-** All personal property has been divided. Each party shall be awarded any and all property in their possession and all claims are waived as to personal property.

31. **ASSIGNMENT OF DEBTS:**

24. **Marital Debt-**

i. **Care Credit-** Sierra shall be responsible for the payment to Care Credit. Sierra shall refinance this debt in her own name within 90 days of the signed Decree of Divorce.

- ii. Separate Debt- Each party is awarded any debt in their own name, including any school loans, medical debt or credit cards. Each party shall be responsible for any debt incurred since the date of separation and any debt incurred after the filing of the Stipulation.
- iii. The parties shall each cease use of any accounts awarded to the other party immediately upon execution of the Stipulation.
- iv. In accordance with Utah Code Ann. § 81-4-406 (3) (b) the parties will notify and inform each creditor which party is primarily liable for the debt with that creditor following the entry of the Decree of Divorce in this matter and each party will be required to give the creditor the name and address of both parties.

32. **INCOME TAXES:**

a. The parties have already filed taxes for the 2024 tax year. For the 2025 tax year and continuing each tax year thereafter, each party will file separate federal and state income tax returns. Each party shall give the other party all necessary documentation to file all tax returns.

25. **QUALIFIED DOMESTIC RELATIONS ORDER (QDRO):** A QDRO will not be necessary, as each there are no retirement accounts.

26. **NAME CHANGE.** Sierra shall be restored to her maiden name of Buday, if she so desires.

27. **ATTORNEY FEES.** Each party shall be responsible for payment of his or her own attorneys' fees and costs incurred in this matter.

**--END OF ORDER--
-EXECUTED AND ENTERED BY THE COURT AS INDICATED
BY THE STAMP AND SEAL AT THE TOP OF THIS PLEADING-**

NOTICE PURSUANT TO Rule 7(j)(4) OF THE UTAH RULES OF CIVIL
PROCEDURE TO ALL THE CONCERNED PARTIES AND COUNSEL:

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure
of the District Courts of the State of Utah, that this Order prepared above shall be the
Order of the Court unless you file an objection in writing within seven (7) days from the
date of the service of this notice.

APPROVED BY:

/s/ Sierra Bergstrom (signed with permission)

Sierra Bergstrom,
Respondent, Pro Se