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*Attorney-Mediator for the Parties*

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

|   |   |
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| In the Matter of the Marriage of<br><br><b>EMILIE STAUFFER,</b><br>Petitioner,<br><br>and<br><br><b>JOHN FEATHERS,</b><br>Respondent. | <b>DECREE OF DIVORCE</b><br><br>Case Number 264400879<br><br>Judge Thomas Low<br><br>Comm. Marian Ito |
|---|---|

THE ABOVE CAPTIONED MATTER came before the Court in support of the  
Stipulated Verified Petition for Divorce, filed with the Court, the Court now being fully  
advised in the premises, having previously made and entered its Findings of Fact and  
Conclusions of Law, and, for good cause appearing,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1. The marriage of the parties is hereby terminated and the parties are granted a Decree of Divorce, said Decree to become final automatically upon the date of signing and entry by the Court, pursuant to the provisions of Utah Code 81-4-406(5)-(6).

### ***Minor Child***

2. Emilie and John do have one minor child together whose initials and date of birth are J.F. born on September 1, 2021.

3. The parties are not expecting any other children.

### ***Custody***

4. The parties shall share joint legal custody of the minor child.

5. The parties shall share joint physical custody of the minor child according to the details of this stipulated agreement and according to John's active-duty military status as detailed herein.

### ***Parent Time***

6. While John is on active military duty and stationed in excess of 150 miles from Emilie, parent time shall be exercised as follows:

a. Emilie shall travel with the minor child four times to visit John from the date of this agreement until the end of 2027.

b. Emilie shall travel with the minor child one time annually beginning in 2028 and continuing until the child is of an age where both parties are comfortable with her traveling as an unaccompanied minor but, in no event shall this provision extend beyond the close of 2030.

c. At such time as the minor child is able to travel without the accompaniment of Emilie, assuming John is still active duty and stationed in excess of 150

miles from Emilie, the parties shall negotiate in good faith and, if necessary, mediate to establish a parent time schedule that maximizes John's time with the minor child while not unnecessarily disrupting her academic progress.

7. Should John no longer be on active military duty but nonetheless continue to reside in excess of 150 miles from Emilie, Utah Code Ann. 81-9-209 shall apply.

8. At such time as John lives within 150 miles of Emilie's residence, parent time shall be split equally. A parent time schedule shall be determined at that time via good faith negotiation of the parties or, if necessary, mediation.

#### ***Virtual Parent Time***

9. While John is on active military duty or residing in excess of 150 miles from Emilie, Emilie shall accommodate virtual parent time visits as follows:

a. Monday through Friday, John shall be entitled to one 30-minute virtual visit at 7pm MST, unless the parties mutually agree otherwise.

b. Saturday and Sunday, John shall be entitled to two 30-minute virtual visits at 9am and 7pm, unless the parties mutually agree otherwise.

c. In addition to the aforementioned virtual parent time schedule, John may have virtual parent time visits with the minor child at other times via other willing family members.

d. Both parties understand and agree that the attention span of small children ebbs and flows. The parties agree to be sensitive to this fact in an effort to keep virtual parent times positive and warmly anticipated by the minor child.



### ***Holidays***

10. Unless the parties mutually agree otherwise, upon the relocation of John to within 150 miles of Emilie's residence, the minor child shall spend holidays, birthdays of family members, vacations, and other special occasions with the parties as per the parties' mutual agreement. If the parties are unable to agree to a schedule with regard to holidays and other special occasions, the parties shall follow the guidelines as per Utah Code Ann. 81-9-303, with Emilie acting as the custodial parent and John acting as the non-custodial parent, for interpretation of the statutory holiday schedule only.

11. Unless the parties mutually agree otherwise, until such time as John has relocated to within 150 miles of Emilie's residence, the parties shall celebrate the minor child's birthday by John traveling to Utah one year and Emilie traveling with the minor child to visit John the next year, on rotating fashion until the minor child is old enough to travel unaccompanied. The parent traveling for the birthday shall cover their own travel related expenses and the parties shall split the child's airfare.

12. Should John no longer be on active military duty but nonetheless continue to reside in excess of 150 miles from Emilie, the holiday provisions of Utah Code Ann. 81-9-209 shall apply.

### ***Parenting Plan***

13. Pursuant to Utah Code 81-9-203 *et seq.*, the following parenting plan is proposed by the parties and the parties verify that this Parenting Plan is being filed in good faith.

- a. The parents shall exchange information concerning the health, education, and welfare of the minor child.
- b. The parents shall discuss with each other and mutually make the significant decisions regarding the minor child, including, but not limited to, the child's present and future physical care, support, education, health care, and religious upbringing.
- c. The parties shall refrain from contacting each other in a repetitive, threatening, or harassing manner, or about topics unrelated to the care of the minor child or their mutual financial obligations to one another.
- d. Each parent shall allow, encourage, and assist the minor child in communicating with the other parent via phone, Facetime, video conferencing and any other reasonable method to encourage bonding with the parent not currently exercising parent-time. Neither party shall unreasonably or unduly restrict the minor child from communicating with the parent not exercising parent-time.
- e. Day-to-day decisions regarding the care, control and discipline of the parties' child shall be made by the parent with whom the child is residing at the time. Either parent may make emergency decisions regarding the health or safety of the child.

f. Decisions made by the parents either mutually or individually shall minimize the disruption of a child's attendance at school and other activities, the child's daily routine, and the child's association with friends.

g. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.

h. The parent-time schedule shall be utilized to maximize the continuity and stability of the child's life.

i. The child shall spend holidays, birthdays of family members, vacations and other special occasions with the parties as per the parties' mutual agreement. If the parties are unable to agree to a schedule with regard to holidays and other special occasions and, with the exception of the specific holiday provisions detailed in this Agreement under the "Holidays" heading, the parties shall follow the guidelines as per Utah Code Ann. 81-9-303, with Emilie acting as the custodial parent and John acting as the non-custodial parent, as set forth herein.

j. Any parental duties or rights not specifically addressed in this plan shall be discussed and mutually decided by both parents.

k. The parties shall negotiate disagreements in good faith between them and if they are unable to reach an agreement, they shall mediate before resorting to litigation.

l. Should either parent feel that a decision made under this parenting plan is contrary to the best interests of the minor child, that parent may arrange for mediation of the matter through a mutually agreed upon mediator or mediation service.



Should the parents be unable to agree upon a mediator or mediation service, the parent requesting mediation shall arrange for mediation through a court-approved mediator or mediation service. A written stipulation shall be prepared of any agreement reached in mediation which shall be signed by both parents and a copy provided to each parent. The parents shall share the costs of mediation equally.

m. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include counseling, arbitration, or court review.

n. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing party. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay his or her own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right of review from the mediation or counseling.

o. Notwithstanding any provisions contained herein requiring mediation prior to litigation, if a party requests mediation in writing twice and the other party does not respond or refuses to mediate, the requesting party may proceed to court.

p. On the topics of 1) religious ceremonies or formal affiliation and 2) vaccines and non-emergency major medical decisions, the following decision tree shall be used:

- i. The parties shall negotiate in good faith;
- ii. If the parties are unable to reach an agreement, they shall seek the advice of professionals (in the case of vaccines and non-major medical decisions);
- iii. If the parties are still unable to reach an agreement, they shall attend mediation if either party requests it.
- iv. The parties shall seek a judicial determination via the Court.

#### ***Miscellaneous Child Related Provisions***

- 14. Expenses for agreed-upon extra-curricular activities shall be split equally.
- 15. John agrees to pay half the current pre-school fee of \$185 per month until the minor child enters kindergarten.
- 16. Unless the parties agree otherwise, Emilie's home shall remain the residence home for school-choice purposes.
- 17. Additional military-related provisions:
  - a. The parties shall abide by the Uniform Deployed Parents Custody, Parent-Time, and Visitation Act.
  - b. Should John be deployed for any amount of time, during the time of deployment only, Emilie shall have full legal and physical custody of the minor child, including decision-making authority.
  - c. Emilie shall not use any period of deployment to make non-emergency decisions known to be opposed by John.

d. During any period of deployment, Emilie shall accommodate John's virtual parent time in excess of the non-deployment virtual parent-time provisions contained in this agreement.

e. Both parties acknowledge that child support obligations during the time of deployment cannot be modified by this Agreement and instead require modification in the appropriate court.

f. Both parties acknowledge that these deployment-specific provisions are temporary and only enforceable during any period of deployment. Upon John's return from deployment, the parties shall immediately return to the non-deployment terms of this Agreement.

### ***Child Support***

18. The parties' income for child support purposes is as follows:

a. **Emilie:** \$7,083.34/month from her employment at HomeBuilt.

b. **John:** \$6,678.25/month from his employment with the United States Army.

19. Pursuant to Utah Code 81-6-204 *et seq.*, John is obligated to pay Emilie \$617 per month child support beginning April 1, 2026.

20. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in

accordance with Utah Code Ann. 78A-6-801 *et seq.* Child support payments shall begin the month immediately following the entry of the order for child support. The monthly child support shall be paid one-half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

21. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. 62A-11-502 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

### ***Medical Expenses for Minor Child***

22. Pursuant to Utah Code Ann. 81-6-208 *et seq.*, Emilie and John shall provide and maintain health/medical insurance for the benefit of the minor child. The party able to provide the best coverage at the most reasonable cost shall do so. Further, Emilie and John shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The parent who provides the insurance coverage shall receive credit against the base child support award for the other parent's portion of the premium, or recover the other parent's share of the premium in addition to the child support obligation. The child's portion of the premium is a per capita share of the premium actually paid. The premium expense for the child shall be calculated by dividing the premium amount by the number of persons covered by the policy and multiplying the result by the number of children in the instant case. Should both parents cover the minor child on their respective insurance policy such the child has double coverage, each party shall pay for their own policy premiums without reimbursement from the other.

23. Emilie and John shall divide equally all medical, dental, orthodontic, and optical expenses of the minor child which are not covered by insurance.

24. The parent who incurs necessary medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment, as set forth in the Utah Code Annotated 81-6-208 *et seq.*

25. The parent who incurs 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 provide written verification and payment within thirty (30) days of payment, as set forth in Utah Code Annotated 81-6-208 *et seq.*

26. The parent who incurs the medical expenses shall be reimbursed within thirty (30) days of the verification of the cost and payment to the other parent.

27. Emilie and John shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth in Utah Code Annotated 81-6-208 *et seq.*

28. John has agreed to insure the minor child for the time being and shall notify the Emilie of any necessary changes to that arrangement.

#### ***Childcare Expenses***

29. Childcare expenses shall be shared pursuant to Utah Code Ann. 81-6-209.

#### ***Relocation***

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

#### ***Tax Exemption for Dependent Children***

31. Each party shall claim the minor child every other year for tax purposes, with Emilie claiming the child in odd tax years and John claiming the child in even tax years. In the event either party does not receive any benefit from claiming the minor child during their tax election year or the other party is in a position to benefit more, the parties may

agree to have the party who stands to benefit more claim the minor child and the parties shall split the realized tax benefit.

32. John shall not be eligible to claim the minor child for tax purposes if any child support obligation is delinquent as of December 31st of the applicable year.

#### ***Miscellaneous Child-Related Provisions***

33. Expenses for agreed-upon extra-curricular activities shall be split equally.

#### ***Real Property***

34. The parties did not own any real property during the marriage.

35. Any real property acquired after the date of this agreement shall be the sole property of the purchasing party.

#### ***Personal Property***

36. During the course of the marriage various items and household goods were acquired, and those items have been divided fairly and reasonably between the parties.

#### ***Retirement Accounts***

37. Retirement accounts and/or pensions shall be the property of each party with Emilie solely retaining any funds in her retirement account(s) and John solely retaining any funds in his retirement account(s).

### ***Bank Accounts***

38. The parties do not have any remaining joint bank accounts and each shall retain their own bank accounts.

### ***Debt***

39. The credit card to Navy Federal Credit Union in John's name has a current balance of approximately \$15,000. Emilie agrees to pay John \$6,000 toward this debt at the rate of no less than \$150 per month beginning April 1, 2026 and continuing until \$6,000 in total payments has been made.

40. All debts have been satisfactorily divided with the above listed provisions and there remain no outstanding agreements or expectations of reimbursement that are not listed herein.

### ***Spousal Support***

41. Neither party shall be entitled to spousal support now or in the future.

### ***Cooperation***

42. Emilie and John shall cooperate with the other to effect change in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon bank statements, credit cards, and any debts divided herein, and to cooperate in each and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail.





***Execution Of Documents***

43. The parties shall execute all documents as may be necessary to implement, accomplish, carry out, and complete all the provisions and/or paragraphs contained in the Order of the Court to be entered herein.

***--- End of Order ---***

***--- Signature of Judge Appears at Top of First Page ---***

APPROVED AS TO FORM AND CONTENT:

|                                  |                  |
|----------------------------------|------------------|
| <u>/s/ Emilie Stauffer</u>       | <u>3/21/2026</u> |
| EMILIE STAUFFER                  | DATE             |
| Petitioner                       |                  |
| Signed by Corbie Coy with        |                  |
| permission obtained on 3/21/2026 |                  |

|                                  |                  |
|----------------------------------|------------------|
| <u>/s/ John Feathers</u>         | <u>3/24/2026</u> |
| JOHN FEATHERS                    | DATE             |
| Respondent                       |                  |
| Signed by Corbie Coy with        |                  |
| permission obtained on 3/24/2026 |                  |

**NOTICE PURSUANT TO RULE 7 OF THE UTAH RULES OF CIVIL PROCEDURE:**

**Notice is hereby given that pursuant to Rule 7 of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by the Respondent 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.**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 18<sup>th</sup> day of MARCH, 2026, I caused to be delivered a true and correct copy of the foregoing document to:

EMILIE STAUFFER  
Petitioner

Email: [stauffer.emilie@gmail.com](mailto:stauffer.emilie@gmail.com)

JOHN FEATHERS  
Respondent

Email: [jpfeathers17@yahoo.com](mailto:jpfeathers17@yahoo.com)

/s/ Corbie Coy  
CORBIE COY  
Attorney-Mediator for the Parties