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**IN THE FOURTH JUDICIAL DISTRICT IN AND FOR  
UTAH COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:  KAYLA MCARTHUR PULLMAN,  Petitioner,  and  DUSTIN ALAN PULLMAN,  Respondent.	<b>DECREE OF DIVORCE</b>     <b>Case no:</b> 264401123 <b>Judge:</b> TONY F GRAF JR <b>Commissioner:</b> MARIAN ITO
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This matter came before the Court following the submission to the Court of a written stipulation. The Court received the Affidavit of Grounds and Jurisdiction, having issued Findings of Fact and Conclusions of Law, having examined the file and the contents therein and deeming itself to be fully informed in the premises, orders, and rules as follows:

**DECREE OF DIVORCE**

1. Marriage. The Petitioner and Respondent were married on July 7, 2018 in St. George, Washington County, Utah and are presently married.

2.     Residency. The Petitioner is a bona fide resident of Utah County and has been for three months immediately prior to the filing of this action.
3.     Grounds. During the parties' marriage, they have experienced difficulties that they have been unable to repair. Therefore, the parties shall be granted a divorce on the grounds of irreconcilable differences.
4.     Children. The parties have one minor child: R.T.P., born October 17, 2024.
5.     Jurisdiction. Utah is the home state of the minor child and Utah has jurisdiction over the custody and parent time issues in this case pursuant to U.C.A. 78B-13-201.
6.     Custody & Parent Time. The parties shall be granted joint legal and physical custody.
  - a.    The parties shall share joint physical custody pursuant to a 50/50 parenting schedule operating on a two-week rotating cycle as set forth below, which repeats continuously. Each parent shall have approximately 182 nights a year.
  - b.    On Week One, the minor child shall reside overnight with the Father on Monday through Wednesday. On these days, the child shall be in the Mother's care from 9:00 a.m. until 1:30 p.m., at which time the Mother shall drop the child off at daycare and then depart for work. This minimizes daycare usage and maximizes child's contact with both parents. On Thursday through Sunday, the minor child shall reside overnight with the Mother.
  - c.    On Week Two, the minor child shall reside overnight with the Father on Monday through Tuesday. On these days, the child shall be in the Mother's care from 9:00

a.m. until 1:30 p.m., at which time the Mother shall drop the child off at daycare and then depart for work. This minimizes daycare usage and maximizes child's contact with both parents. The minor child shall reside overnight with Mother on Wednesday through Thursday. The minor child shall then reside overnight with Father Friday through Sunday. However, the minor child shall spend Sunday night with Mother.

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

d. The parties acknowledge that their current work schedules are alternating in nature, with Father generally working 9:00 a.m. to 5:00 p.m., and Mother generally working 2:00 p.m. to 9:00 p.m. The existing parenting schedule is structured to maximize each parent's time with the minor child while minimizing daycare usage.

e. Both parties agree to communicate in good faith and make reasonable adjustments to the parenting schedule as necessary in the event of changes to either parent's employment schedule. Any modifications shall be made by mutual agreement, with the best interests of the minor child as the primary consideration, and with the intent to preserve an overall 50/50 allocation of parenting time whenever practical.

7. The parties shall alternate holidays pursuant to U.C.A. §81-9-302.

#### Utah Holidays According to Utah Code §81-9-302 (formerly §30-3-35)

Odd Years	Even Years	Holiday and Time
Father	Mother	<b>Martin Luther King Jr. Holiday:</b> (1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child;

		(b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.
Mother	Father	<b>President's Day:</b> (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.
Father	Mother	<b>Spring Break:</b> (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.
Mother	Father	<b>Memorial Day:</b> (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.
Mother	Mother	<b>Mother's Day:</b> (1) Begins: on holiday at 9 a.m. (2) Ends: at 7 p.m.
Father	Father	<b>Father's Day:</b> (1) Begins: on holiday at 9 a.m. (2) Ends: at 7 p.m.
Mother	Father	<b>Juneteenth National Freedom Day:</b> (1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Father	Mother	<b>July 4:</b> (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.
Mother	Father	<b>July 24:</b> (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.
Father	Mother	<b>Labor Day:</b> (1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.
Mother	Father	<b>Columbus Day:</b> (1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.
Father	Mother	<b>Fall Break:</b> (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.

Mother	Father	<b>Halloween:</b> (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.
Father	Mother	<b>Veterans Day:</b> (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.
Mother	Father	<b>Thanksgiving:</b> (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. (2) Holiday ends at 7 p.m. on the day before school resumes.
Father	Mother	<b>First ½ Winter Break:</b> (1) Holiday begins at: (a) 6 p.m. on the day on 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.
Mother	Father	<b>Second ½ Winter Break:</b> (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.
Mother	Father	<b>Child's actual birthday:</b> (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Father	Mother	<b>The day before or after child's birthday:</b> (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.

8. The parties shall adopt the advisory guidelines found in U.C.A. §81-9-202 as their parenting plan, in addition to the following provisions, which the parties assert are in the best interest of the minor child:

- a. First Right of Refusal. Parental care shall be presumed to be better than surrogate care. Each party shall be responsible to give the other party the first right of refusal to provide care for the children if they will be away from the children for overnight or longer, or if the other party will be incurring work-related childcare costs. The party exercising the first right of refusal must be personally available to care for the children and the parent offering shall be responsible for all transportation.

b. Transportation. Transportation for parent time shall be as the parties agree. If the parties cannot agree, parent time exchanges shall occur at 9:00 a.m., either by drop-off at the other parent's residence or through daycare transition. The parties shall utilize school-to-school exchanges when possible. A parent, grandparent, step-parent, approved care provider, or extended relative may transport a child to parent time, an appointment, or activity as needed.

c. Communication. The parties shall communicate primarily by email and text message. All communication shall be civil and related to the child. Name-calling shall never be considered civil.

d. Travel. In accordance with U.C.A. §81-9-202(19), each party shall be responsible to provide the other with an itinerary and contact information before traveling with the child overnight. When the child travels with either parent overnight, all of the following will be provided to the other parent at least 24 hours prior to departure:

- i. An itinerary of travel dates;
- ii. Destination; and
- iii. Places where the child or traveling parent can be reached.

e. Virtual Communication. Each party may have reasonable and uncensored phone contact with the child while they are with the other parent. The child may call either parent at any reasonable time.

f. Media. Both parents will take adequate safety measures in their homes for the child's electronic and internet access. The child will only be exposed to age-

appropriate media including but not limited to movies, audio, television, and video games.

g. Joint Decision-Making. Each parent will make the day-to-day decisions during their individual parent time as they impact the child. The parties shall consult with each other regarding major decisions for the child, including elective medical care, education, and religious upbringing. In the event the parents are unable to reach agreement after good-faith discussion, Kayla shall have final decision-making authority in the following area(s): Education, medical & mental health care, extracurricular activities, and religious upbringing. Final decision-making authority shall be exercised only after reasonable efforts to resolve the disagreement collaboratively.

h. Medical Emergency. Each parent shall be notified immediately by the other parent in the event of a medical emergency with a minor child.

i. Sharing Information. Each party shall be entitled to directly access the child's medical, church, education, counseling, and other records. The parties shall share information with one another regarding the child's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information.

j. Contact Information. The parties shall immediately notify the other parent of any change of address or change of telephone number.

k. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the

life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

l. Child's Events. The parents shall notify each other of any events involving the child such as school activities, church events, sports events, graduations, etc., so that each party shall have the option of attending the special event if possible. For any event that is not posted online, each party shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parties shall be entitled to attend and participate fully.

m. Extracurricular Activities. The parties will equally divide the cost of extracurricular activities or other organized events for the minor child. Proof of payment shall be provided by the party enrolling the child in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days.

n. Geographical Distance. The Father shall not move more than 25 miles from the residence of the Mother without prior written agreement. If either the Mother or Father relocate from Utah County, then sole physical custody shall revert to the Mother and child support shall be paid pursuant to the sole physical custody worksheet, unless the parties agree otherwise in writing.

9. Educational Plan.

a. The Mother's residence shall be designated as the minor child's primary residence for determining where the child will attend school.



- b. Each parent shall have direct access to school emails, school teachers, school websites, online school tools, parent teacher conferences and school calendars.
10. Mutual Restraining Order.
- a. Both parties are restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the child.
  - b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes the child's best interest.
  - c. Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.

- d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.
  - e. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
  - f. Both parties are mutually restrained from allowing third parties to do in front of the child what they themselves are prohibited from doing under this section, and have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.
- 11. Divorce Education & Orientation.** Each party shall attend the course entitled "Divorce Education for Parents" as required by law or view the Divorce Education classes online through the State of Utah.
- 12. Child Support.** Child support shall be calculated as according to Utah Code Ann. §81-6-107 *et seq.* Mother's gross monthly income is \$3,670 and Father's gross monthly income is \$7,130. Father shall pay child support to Mother in the amount of \$182 per month, beginning March 5, 2026. Child support is calculated with Mother having approximately 183 overnights and Father having 182 overnights. The child support is payable one-half on the 5<sup>th</sup> day of each month and one-half on the 20<sup>th</sup> day of each month by direct deposit, Venmo, or other agreed upon payment platform.
- a. Income Withholding. The parties agree that if the party obligated to pay child support to the other party ever becomes more than 30 days delinquent in child support, the other party shall be entitled to withholding income as a means of

collecting child support, pursuant to §30-3-5.1 and §62A-11-401, et seq., Utah Code Annotated, as amended.

b. Reduction When Child Becomes 18. In accordance with Utah Code, §78B-12-219, the parties agree that when a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, or any of the other reasons for adjustment under the code, whichever occurs later, the base child support award shall be automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support. The parties agree that the award shall not be reduced by a per-child amount derived from the base child support award originally ordered.

c. Additional Expenses. The parties shall share equally all school-related expenses including books, tuition, fees, and school lunches.

13. Medical Expenses. Pursuant to U.C.A. §81-6-207 and 208, both parents are responsible for providing and maintaining health insurance and health care coverage for the medical expenses of their minor child if insurance for medical and dental expenses is available or becomes available to either parent at a reasonable cost and is accessible to the child.

a. Health Insurance Premiums. Each parent 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 child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child 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. The party paying the health insurance premium may receive credit for the other parent's portion pursuant to UCA §81-6-207(8).

b. Verification of Coverage. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

c. Uninsured Medical/Dental Expenses. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents. If neither party is able to secure medical/dental insurance for the child at a reasonable cost, each party is responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

d. Reimbursement for Expenses. The parent who incurs medical and dental expenses shall 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.

e. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two

separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical/dental services. A creditor who has been provided a copy of the order may not make a 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 under the order, nor may the creditor make a negative credit report under U.C.A. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

f. Double Coverage. If the child is covered under both parents' insurance, then neither party will reimburse the other for half of their share of the medical insurance premium.

14. Child Care Expenses. The parties shall share equally the cost of all reasonable work-related childcare expenses for the minor children in accordance with U.C.A. §81-6-209.

a. The parents shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense less any amounts previously paid.

b. The parent who incurs childcare expenses 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 request of the other parent. 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. 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 these provisions.

15. Personal Property. Any and all personal property acquired during the parties' marriage shall be equitably divided between the parties. Each party shall be awarded his/her premarital property, if any so exists. If the parties cannot agree on the division of their marital personal property, they shall return to mediation prior to filing an action in court.

16. Vehicles. The parties acquired vehicles during the marriage, which shall be awarded as follows:

<i>Vehicle Description</i>	<i>Awarded to:</i>
2023 Mazda CX-50	Father
2016 Mazda 3	Mother
2025 Sunset Sunray Camper	Father

a. The parties shall sign over the title to any vehicle awarded to the other within thirty (30) days of refinance.

b. Each party shall be responsible for payment of the auto insurance and loans associated with the vehicles in his/her name.

17. Real Property. The parties did not acquire real property during the marriage.

18. Alimony. The Father shall pay alimony to the Mother in the amount of \$433per month for a period of four (4) years, beginning March 5, 2026. Alimony is payable one-

half on the 5<sup>th</sup> day of each month and one-half on the 20<sup>th</sup> day of each month by direct deposit, Venmo, or other agreed upon payment platform.

- a. The parties acknowledge that this support is intended to assist Mother during her period of financial transition and to help ensure the continued stability and well-being of the minor child.
  - b. Spousal support shall continue in good faith while Mother works toward financial independence. In accordance with Utah law, spousal support shall terminate upon Mother's legal remarriage or as otherwise required by statute. Additionally, the parties acknowledge that under Utah law, alimony may terminate upon proof of cohabitation in a relationship analogous to marriage.
  - c. The parties further agree to review spousal support in the event of a substantial and material change in circumstances, including but not limited to significant changes in income, employment, or financial stability of either party. Any modification shall be made in writing or by court order.
19. Assets. The parties shall equitably divide any assets acquired during the marriage, including any investments, bank accounts or other assets, business assets, including personal property of any kind or manner acquired during the marriage and 401-K or retirement accounts.
20. Retirement Accounts/Investment Account. The parties acquired retirement accounts and an investment account during the marriage, which shall be awarded as follows:

<i>Financial Institution</i>	<i>Approx. Balance</i>	<i>Awarded to</i>
Revere Health 401K Profit Sharing Plan through	\$18,367.67	Mother

Empower		
PEG Companies 401(k), Fidelity NetBenefits	\$33,767.57	Father

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

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Alliant Loan	\$16,068.27	Father
Nelnet Student Loan	\$8,023.30	Father
Dianthus Massage CC	\$2,166.21	Mother

- a. Joint Accounts. Neither party will incur any additional liability on joint credit cards or any joint accounts. The parties shall cooperate in closing joint credit card accounts or removing the name of the party not assuming the account within thirty (30) days of the signing of this Stipulation.
- b. Other Debts. Any and all other debts and obligations shall be the sole and exclusive responsibility of the party who incurred the particular debt.
- c. Creditors. The parties understand that for joint debts, upon the entering of the Decree of Divorce, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.
- d. Notification to Creditors. For any joint debts, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.
- e. Delinquency in Payments. If either party is obligated on a joint debt, the payment of that debt must remain current. A party who makes payment on a delinquent debt in



order to protect his/her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

22. Mediation. The parties shall attend mediation prior to, or simultaneously with, filing a Petition to Modify the Decree of Divorce. Each party shall pay one-half the cost of mediation.

23. Tax Exemptions. The Mother shall claim the minor child on even years and the Father shall claim the minor child on odd years.

24. Maiden Name. The Mother shall be restored to her maiden name should she so desire.

25. Full Disclosure. Each party warrants to the other that there has been a complete, accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

**\*Executed and entered by the Court as indicated by the date and Seal at the top of the page\***

TO: Dustin Alan Pullman  
[dusty250@gmail.com](mailto:dusty250@gmail.com)

APPROVED AS TO FORM

/s/ Dustin Alan Pullman via email 5/11/26

Dustin Alan Pullman  
*Respondent Pro Se*

### **RULE 7 NOTICE**

You will please take notice that the undersigned attorney for Petitioner has submitted the above and foregoing Decree of Divorce to the Court, for signature. Pursuant to Rule 7 (j)(4) of the Utah Rules of Civil Procedure, any objection to the form of the Order should be filed with the Court, within seven days after service upon you of this notice.

DATED this 7<sup>th</sup> of May, 2026

/s/Megan Blakelock  
MEGAN BLAKELOCK  
*Attorney for Petitioner*

### **CERTIFICATE OF SERVICE**

I hereby certify that I am a member of and/or employed by the law firm of Blakelock Law, 825 East 800 North Orem, Utah 84097, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing document was served upon the following on May 7<sup>th</sup>, 2026:

Dustin Alan Pullman  
*Respondent Pro Se*  
[dusty250@gmail.com](mailto:dusty250@gmail.com)

☒ e-Filing (UCJA Rule 4-503)  
☐ U.S. Regular Mail  
☐ Facsimile Transmission  
☒ E-Mail

/s/ Megan Blakelock  
*Attorney for Petitioner*