



Ryan J. Schriever (Bar No. 10816)
Kevin B. Coombs (Bar No. 15579)
SCHRIEVER LAW FIRM
174 South Main Street
Spanish Fork, Utah 84660
Telephone: (801) 574-0883
Fax: (435) 294-3730
ryan@schrieverlaw.com
kevin@schrieverlaw.com
Attorneys for KayLyn Taylor

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH, PROVO DEPARTMENT

In the matter of the marriage of:

KAYLYN TAYLOR, Petitioner,

and

PARIS HOSKINS-FRANCO, Respondent.

DECREE OF DIVORCE

Case No. 254402265

Judge Thomas Low

Commissioner Marla R. Snow

This matter comes before the Court pursuant to the parties' Stipulation and Settlement Agreement. The Court, having previously entered written Findings of Fact and Conclusions of Law, does hereby ORDER, ADJUDGE and DECREE as follows:

1. KayLyn is the Mother of the minor child.
2. Paris is the Father of the minor child.

PARENTING PLAN

3. The parties have the following minor children together: J.T.H.-F. (born October 31, 2016).

4. **Legal Custody.** The parties shall have joint legal custody of the minor child and use the terms herein and Utah Code Ann. 81-9-202 as a parenting plan and be bound to abide thereby. Minor and day-to-day decisions will be made by the parent exercising parent time. The parties shall mutually discuss all major decisions in the child's life regarding health, safety, religion, and education. The parties will keep each other informed of the activities, events, and appointments in the child's life.

5. **Decision-Making and Dispute Resolution.** Each parent should have the right to make day-to-day decisions concerning the child while in the care of that parent. Each parent shall also have the right to make emergency decisions regarding the child's safety or health while in the care of that parent. For all other decisions regarding the child, the parties shall comply with the following dispute resolution plan:

Step 1: The parties shall make a good faith effort to cooperate and work together to make joint decisions that are in the best interest of their child. The parties shall communicate with each other and discuss the issue(s) before either parent makes a decision.

Step 2: If the parties cannot agree, then the parties shall meet and discuss the disputed issue(s) with an expert in the field of dispute. Regarding therapy, if the parties cannot agree, the parties shall rely on the recommendation of the school therapist, counselor or social worker. If the parties are still unable to agree, after meeting with an expert in the field of dispute, the parties shall attend mediation regarding the disputed issue(s). Unless both parties mutually agree to waive this requirement, both parties must attend mediation in good faith with a mutually agreed upon neutral mediator, and

both parties shall equally share the necessary costs of mediation.

Step 3: If the parties are still unable to agree, then either party may seek a court order regarding the disputed issue(s). The court shall have the final authority to decide the issue(s) as it determines is in the best interests of the child.

6. **Communication with the minor child.** Each parent shall be entitled to enjoy liberal telephone, Facetime, video conference, email, letters, or other alternative forms of contact with the child at reasonable times and places. Each parent shall provide access to the child while in his or her care to facilitate such communication. Further, the child may choose to initiate communication with either parent at any time of the child's choosing. Neither parent shall speak derogatorily about the other parent to the child (either in person, over the phone or in writing) or to another person within the hearing or in the presence of the child. Neither parent shall allow any third party to speak derogatorily about the other parent within the hearing or in the presence of the child.

7. **Communication between parents.** Each parent shall notify the other parent as soon as reasonably possible in the event of a medical or other emergency concerning the child. Each parent shall provide the other with a current address, phone number and email address within 24 hours of any change. Each parent shall provide the other with the name and contact information for any surrogate care providers for the child. Whenever either parent intends to travel out of the state with the child, he or she shall provide the other parent with an itinerary of travel dates and locations. All

communications between the parties shall be civil, and neither parent shall threaten, harass, or speak derogatorily or crudely to the other parent.

8. **Participation.** Both parents shall be entitled to attend and participate as appropriate in any significant school, social, sports, religious or community functions in which the child is participating or being recognized.

9. **Access to records.** Each parent shall be entitled to complete access to all educational, medical, religious or other records of the child. Each party should be listed as a parent for purposes of school contact or medical care provider contact for the child.

10. **Physical Custody.** The parties shall have joint physical custody of the parties' minor child. Kaylyn's residence should be designated as the child's primary physical residence for school records and all other legal purposes. Parent-time with the child shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time should be pursuant to Utah Code 81-9-302 during the school year and equal parent time during the minor child's summer schedule with a 2-2-5 schedule.

- a. If Paris moves within 12 miles of the minor child's school, the parties shall exercise parent time pursuant to Utah Code 81-9-305.

2. **School.** The minor child will continue in his current school and feeder schools unless otherwise agreed to in writing by the parties.

3. **Transportation.** The parties will share transportation equally as the parties may hereafter agree. If the parties are unable to agree, the receiving parent who

is beginning parent time will pick up the child at school or at the residence of the other (except for a parent with overnight parent time will be responsible to drop the child/ren off at school, if school is in session at the time for the exchange). A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the sending parent and the child is aware of the identity of the individual, and the receiving parent will be with the child by 7:00 PM. See Utah Code 81-9-303(11).

- a. The parties agree that the minor child may be dropped off at KayLyn's home before school, so long as he is fed and prepared for school and after school with a pickup by Paris no later than 6:15 p.m. It is further agreed that Paris shall pay \$25 a day when this arrangement is used.

4. **Holidays.** The holidays should be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code §81-9-302 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday: (1) <u>Begins</u> : Friday at (a) 9 am if school is not in session and the parent can be with the child; (b) the time school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted holiday. (2) <u>Ends</u> : (a) upon delivery of the child to school on the day following the holiday; or (b) at 8 a.m. on the day following the holiday if there is no school.
Father	Mother	President's Day: (1) <u>Begins</u> : Friday at (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted holiday. (2) <u>Ends</u> : (a) upon delivery of the child to school on the day following the holiday; or (b) at 8 a.m. on the day following the holiday if there is no school.
Mother	Father	Spring Break: (1) <u>Begins</u> : at 6 p.m. on the day that school dismisses for the holiday. (2) <u>Ends</u> : (a) upon delivering the child to school on the day following the end of the holiday; or (b) at 8 a.m. on the day following the end of the holiday if there is no school.

Father	Mother	Memorial Day: (1) <u>Begins</u> : Friday at (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted holiday. (2) <u>Ends</u> : (a) upon delivery of the child to school on the day following the holiday; or (b) at 8 a.m. on the day following the holiday if there is no school.
Mother	Father	July 4th: (1) <u>Begins</u> : on July 3 at 6 p.m. (2) <u>Ends</u> : on July 5 at 6 p.m.
Father	Mother	July 24th: (1) <u>Begins</u> : on July 23 at 6 p.m. (2) <u>Ends</u> : on July 25 at 6 p.m.
Mother	Father	Labor Day: (1) <u>Begins</u> : Friday at (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted holiday. (2) <u>Ends</u> : (a) upon delivery of the child to school on the day following the holiday; or (b) at 8 a.m. on the day following the holiday if there is no school.
Mother	Father	Fall Break: (1) <u>Begins</u> : at 6 p.m. on the day that school dismisses for the holiday. (2) <u>Ends</u> : (a) upon delivering the child to school on the day following the end of the holiday; or (b) at 8 a.m. on the day following the end of the holiday if there is no school.
Father	Mother	Halloween or the day Halloween traditionally celebrated in local community: (1) <u>Begins</u> : at (a) the time school is dismissed or (b) at 4 p.m. if there is no school. (2) <u>Ends</u> : at 9 p.m. on the holiday.
Father	Mother	Thanksgiving: (1) <u>Begins</u> : on the Wednesday before the holiday at (a) 6 p.m., or (b) the time school is regularly dismissed for the holiday, at the election of the parent granted the holiday. (2) <u>Ends</u> : (a) upon delivering the child to school on the following Monday after the holiday; (b) at 8 a.m. on the Monday following the holiday if there is no school.
Mother	Father	First ½ Winter Break: (1) <u>Begins</u> : at 6 p.m. on the day school is dismissed from school; or (b) the time school is regularly dismissed for winter break at the election of the parent granted the holiday. (2) <u>Ends</u> : on December 27 at 7 p.m.
Father	Mother	Second ½ Winter Break: <u>Begins</u> : on December 27 at 7 p.m. (2) <u>Ends</u> : upon delivering the child to school on the day school resumes after the holiday.
Father	Mother	Child's actual birthday: (1) <u>Begins</u> : at 3 p.m. (2) <u>Ends</u> : until 9 p.m.
Mother	Father	The day before or after child's birthday: (1) <u>Begins</u> : at 3 p.m. (2) <u>Ends</u> : at 9 p.m.
Father	Father	Father's Day: (1) <u>Begins</u> : on holiday at 9 a.m. (2) <u>Ends</u> : at 7 p.m.
Mother	Mother	Mother's Day: (1) <u>Begins</u> : on holiday at 9 a.m. (2) <u>Ends</u> : at 7 p.m.

14. **Summer.** Extended summer parent time will be pursuant to Utah Code 81-9-305. Notice of a parent's extended parent-time shall be communicated on or before April 15 of each year. If both parties want extended parent-time during the same time of the summer, the Petitioner shall have priority in even years and the Respondent shall have priority in odd years. If only one parent communicates their extended parent-time prior to April 15, then that parent shall have priority for their extended parent-time. If neither parent communicates their parent-time before April 15, then the parent who communicates their parent time first shall have priority for their extended parent-time. Extended parent-time may not override the other parent's holiday parent-time during the summer.

15. **Right of First Refusal.** Parental care shall be presumed to be better care for the child than surrogate care and the court shall encourage the parties to cooperate in allowing the other parent, if willing and able to transport the child, to provide the childcare. Utah Code 81-9-202(13) "Surrogate care" means care by any individual other than the parent of the child. Each party shall have the first right to provide care for the minor child before nonparties are allowed to do so, and both parents shall have an ongoing affirmative duty on each party to give reasonable notice of childcare and a party's availability to provide such, when such care is needed for 8 hours or longer.

16. **Relocation.** If either parent subsequently moves more than 150 miles away from the other parent, he or she shall comply with the notice provisions of Utah Code section 81-9-209, including providing 60 days advance written notice of the

intended relocation to the other parent. Either parent may then motion the court to review custody and parent-time pursuant to Section 81-9-209. However, the parties shall use their best efforts to come to an agreement as to custody and parent-time, either on their own or through mediation, prior to filing a motion with the court.

17. **Travel**: When the minor child is traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) an itinerary of travel dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. See Utah Code 81-9-202(19).

18. **Modification**. Neither parent may initiate court action to modify the provisions of this Parenting Plan without making a good faith effort at mediation. Unless both parties mutually agree to waive this requirement, both parties must attend mediation in good faith with a mutually agreed upon neutral mediator, and both parties shall equally share the necessary costs of mediation.

19. **Mutual Restraining Orders**: Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the child about the issues in this matter, or from attempting to influence the child's preference regarding custody or visitation. As used in this paragraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or

not. Neither party will interrogate or "pump" the child for information about the parent's parent time or regarding the potential significant relationships of the other party. Both parties should be restrained from making visitation arrangement through the child. Neither party shall use corporal punishment as a form of discipline on the child. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child. Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 24 hours prior to or during parent time with the child. For the preceding sentence, "alcohol in excess" shall be defined as using alcohol in excess of the legal driving limit in the State of Utah. 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 or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

20. **Divorce Education Classes**: If either party has not taken the required divorce classes, he or she will do so within 30 days and provide proof to the other party and to the court.

FINANCIAL SUPPORT OF THE CHILDREN

21. KayLyn Taylor's gross monthly income is imputed at \$3,515. Paris Hoskins-Franco's gross monthly income is imputed at \$8,000.00. Effective March 1, 2026 child support is awarded to KayLyn in the amount of \$721.00 per month. Beginning March 1, 2027, child support is awarded to Kaylyn in the amount of \$231.00

per month pursuant to the child support guidelines, which contemplates a joint physical custody pursuant to 81-9-305. Child support is due one-half by the 5th and one-half by the 20th of each month. Either party may bring the decree to the Office of Recovery Services to begin automatic withholding for child support and alimony.

22. Each party shall notify the other within thirty (30) days of any change in his or her monthly income.

23. The court's child support order may be subsequently modified pursuant to the provisions of Utah Code section 81-6-212.

24. Pursuant to the Child Support Guidelines, the base monthly child support award is automatically adjusted or terminated when a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

25. **Childcare Expenses.** Any childcare expense, except otherwise provided herein, shall be the responsibility of the party exercising parent time.

26. **Insurance coverage.** Health care coverage for the medical expenses of any minor child shall be provided by a parent. See Utah Code 81-6-208. "Health care coverage" means coverage under which medical services are provided to a dependent child through: (a) fee for service; (b) a health maintenance organization; (c) a preferred provider organization; (d) any other type of private health insurance; or (e) public health care coverage. See Utah Code 81-6-101(14). Either parent shall provide insurance for the medical expenses of their minor child(ren) if such insurance is available to that

parent at a reasonable cost. See Utah Code 81-6-208(3)(b). Each parent shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the child(ren)'s portion of insurance. See Utah Code 81-6-208(3)(d). 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 child's portion of the premium. If the parent does not have insurance but another member of the parent's household provides insurance coverage for the child, the parent may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

27. **Designation of Primary Insurance.** If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Paris shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of KayLyn shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is 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 child.

28. **Medical and Dental Out-of-Pocket Costs:** Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a dependent child, including deductibles and copayments. Utah Code 81-6-208(3)(e). A parent who incurs such medical expenses for the minor

child, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. See Utah Code 81-6-208(10)(d). If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. Utah Code 81-6-208(10)(d).

29. **Division of Accounts**: Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that a medical/dental or school 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 at or before the day on which the service provider first renders medical/dental services or issues a bill for school fees.

30. **Extracurricular Expenses**: Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any extracurricular activities in which both parties agree in writing that the minor child may be involved. 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. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the child attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time.

31. **School Expenses**: Each party shall be ordered to assume and be responsible for fifty percent (50%) of any required out-of-pocket school expenses incurred during the time leading up to and including high school. 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.

32. **Tax Filing Assignment**: Starting in the 2026 tax year, Kaylyn will claim J.T.H-F for the even-numbered tax years, and Paris will claim him for the odd-numbered tax years. Either party's right to claim any child on the tax returns for any particular tax year is subject to being current on all child support obligations by December 31st of the particular tax year. If a party cannot claim a child on his/her returns for a particular tax year, then the other party is automatically entitled to claim the child on his/her returns for that year.

SPOUSAL SUPPORT

33. **Spousal Support**: Neither party is awarded spousal support.

GLOBAL SETTLEMENT

34. **Payment**: As part of the parties' full and final settlement of all claims arising out of the marriage, Kaylyn shall pay to Paris the total sum of Thirty Thousand Dollars (\$30,000.00). Said sum shall be paid in full within eighteen (18) months of the entry of the Decree of Divorce.

REAL PROPERTY

35. **Real Property.** During the course of the marriage, the parties acquired a home and real property located at 5032 N Foxtail Way, Eagle Mountain, Utah. The real property will be awarded to Kaylyn as her sole and separate property. Kaylyn is awarded all equity in the marital home and Paris waives any claim to the equity. KayLyn will refinance the mortgage or assume the loan on the real property to remove Paris from the loan within 36 months of the entry of the Decree of Divorce. If KayLyn is not able to refinance the property or assume the loan, it shall be immediately listed for sale. Once Paris is removed from the loan, Paris will sign a quit-claim-deed to remove him from the title.

VEHICLES

36. **Vehicles.** The parties have acquired certain vehicles which will be awarded as follows:

Vehicle:	Awarded to:
2019 Honda Pilot	KayLyn
2019 Ford F250	Paris

Each party will refinance any vehicle encumbered by a loan into his or her own. The parties will bear any expenses related to the vehicles awarded to them.

PERSONAL PROPERTY

37. **Personal Property.** The parties are each awarded their own personal property, including but not limited to clothes, jewelry, premarital property, personal effects, books, paperwork, journals, and personal property acquired after separation. In addition, the parties shall distribute other items of personal property as they agree. If the

parties are not able to agree, they shall make a list of all personal property and alternate selecting an item of personal property from the list.

FINANCIAL ACCOUNTS AND DEBTS

38. **Financial Accounts.** Each party is awarded the financial accounts in his or her name.

39. **Retirement Accounts.** Each party is awarded the retirement account in his or her name.

Debts. Each party is awarded and responsible for the debts listed in his or her name, and shall hold the other harmless.

40. **Other Debts:** Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear.

41. **Joint Debt Limit and Refi Obligation:** No additional amounts of debt may be added to or charged to any debt, credit card, or line of credit that is associated with or in the opposing party's name without his or her written consent. The party assigned to pay for any debt will have an ongoing duty to keep the debt current and to refinance the debt out of the other party's name as soon as possible. Once the debt is paid off, the other party's name shall be removed from the account or the account shall be closed.

42. **Hold Harmless:** Each party will hold the other harmless on the debts ordered to be paid by him or her.

43. **Creditors:** The parties understand that for joint debts upon entering the Decree of Divorce of joint debtors, 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.

44. Notification to creditors: Pursuant to Utah Code 15-4-6.5, the party under the obligation to pay a debt shall provide a copy of the parties' Decree of Divorce to all joint creditors of the parties existing at the time of the entry of the divorce and notify the creditors regarding the parties' separate current addresses.

45. 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.

46. Refinance: Each party shall offer their best efforts to remove each other from any debts, obligations, loans, etc. by refinance or otherwise and put the loan or obligation solely in their respective name, and to assume responsibility for and release any financial burden from the other party.

MISCELLANEOUS PROVISIONS

47. Documentation Cooperation: Each party shall be ordered to sign any and all documents as are required to implement the provisions herein upon request.

48. Mediation: Prior to or concurrent with a Petition to Modify being filed to change any provision of a final decree, the parties must first make a good faith attempt

to offer to resolve the issue through mediation, for which both parties will share the cost equally.

49. **Attorney Fees**: Each party will pay his or her respective attorney fees.

Approved as to form:

/s/ Andrew Christensen (Signed electronically after receiving permission via email on 2/27/26 from OC)

Andrew Christensen
Attorneys for Respondent

The judge's signature will appear at the top of the first page of this document.

CERTIFICATE OF SERVICE

The undersigned certifies that on the 2nd day of March, 2026 she/he filed the foregoing Decree of Divorce using the Court's electronic filing system that automatically generated notice to the following:

Andrew Christensen
Nelson Jones
1085 West 9000 South, Ste 300
West Jordan, UT 84088
andrew@nelsonjoneslegal.com

/s/ Garrett Hale
