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

In the Matter of the Marriage of:

DECREE OF DIVORCE

JOSIAH DAVID FRITZ,

and

ALYSA ANN FRITZ.

Civil No. 254401523

Judge Derek P Pullan

Commissioner Marian Ito

The above-captioned matter came on regularly for consideration by the court without hearing pursuant to Utah Code 30-3-4. Pursuant to the *Stipulation and Settlement Agreement* a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. The parties are awarded a Decree of Divorce on the grounds of irreconcilable

differences, the same to become final upon entry by the court clerk.

2. The parties were married on November 11, 2018, in Salt Lake County, State of

Utah and are presently married. The parties separated on or about January 7, 2024.

3. There has been one (1) child born as issue of this marriage: A.A.L.F., born

January 2022.

Legal Custody

4. The parties shall be awarded joint legal custody of the minor child pursuant to the proposed Parenting Plan contained herein.

Physical Custody

5. The parties shall be awarded joint physical custody of their minor child with the parties exercising parent time as the parties agree, or in accordance with the proposed Parenting Plan contained herein.

Child Support

6. Alysa is employed at ARUP Laboratories and her gross monthly income is \$2,831.00. Josiah is employed at Utah State Hospital and his gross monthly income is \$4,125.00. Using the Joint Custody worksheet and pursuant to the Uniform Child Support Guidelines, Josiah would owe Alysa \$87.00 per month in child support; however, the parties agree that no child support shall be exchanged. A deviation from the child support guidelines is justified because the obligation is offset by other joint expenses paid by the parties to ensure the child's needs are met.

Health Care Coverage and Medical Costs

7. Pursuant to UTAH CODE ANN. §81-6-208, if health care coverage for the benefit of

the minor child is available to either party at a reasonable cost, that party shall be required to maintain said health care coverage.

8. If health care coverage for the benefit of the minor child is available to both parties at a reasonable cost, the parties shall be free to choose either available plan on which to enroll the minor child.

9. If the parties cannot agree, both shall be required to provide health care coverage for the child. If both parties provide health care coverage, Josiah's plan shall be identified as primary.

10. Both parties shall equally share the out-of-pocket costs of the health care coverage actually paid by a parent for the child's portion of health care coverage. The child's portion of the health care coverage shall be calculated by dividing the health care coverage amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties in this case.

11. Both parties shall equally share all reasonable and necessary uncovered and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor child, and actually paid by the parties.

12. The parent ordered to maintain health care coverage shall provide verification of health care coverage to the other parent or to the Office of Recovery Services, under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or

before January 2nd of each calendar year. The parent shall notify the other parent or the Office of Recovery Services, of any change of health care coverage, insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

13. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

14. 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 this section.

15. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Childcare Expenses

16. Pursuant to UTAH CODE ANN. §81-6-209, both parties shall equally share the reasonable work-related or career or occupational training related childcare expenses.

17. Both parties shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

18. 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 the 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.

19. 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.

20. The parent to whom written verification is provided shall reimburse the parent

who incurred the childcare expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Debts and Obligations

21. Both parties shall assume and pay and hold the other harmless from liability on

all debts and obligations incurred by the parties after their date of separation, January 7, 2024 unless otherwise allocated herein.

22. Each party shall assume and pay the following debts, and indemnify and hold

the other harmless for all debt they are allocated:

Alysa Fritz	Josiah Fritz
Discovery Credit Card Account 6941	IHC Murray Account XXXX - 50%
Capital One Credit Card Account 7789	
Capital One Credit Card Account 5010	
Regional Finance Account 7455	
Holy Cross Hospital Account XXXX	
IHC Murray Account XXXX - 50%	

23. All debts and obligations not identified during the course of this action shall be

the responsibility of the party who incurred the particular debt.

24. Pursuant to UTAH CODE ANN. §30-3-5(c)(ii), the parties shall notify respective

creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses, and shall refinance any debt that is in the other party's name into solely his/her own name within 60 days.

Provisions Relating to Financial Assets

25. During the course of the marriage the parties acquired financial assets, including,

but not limited to, joint and separate checking, savings, and investment accounts.

26. Alysa shall be awarded all such assets in her name free and clear of any claim

by Josiah.

27. Josiah shall be awarded all such assets in his name free and clear of any claim

by Alysa.

Personal Property

28. During the course of the marriage, the parties acquired certain items of personal property. The parties shall be awarded said property as it has been previously divided.

29. Josiah shall be awarded the 2023 Chevy Trailblazer, subject to any and all financial obligation associated therewith, and free from any claim of interest by Alysa.

30. The parties shall assume any debts and obligations related to any property he or she is awarded and shall indemnify and hold the other harmless from the same.

31. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

Real Property

32. The parties acquired no real property during the course of this marriage, nor do they presently own an interest in real property.

Business Interests and Related Assets

33. The parties have acquired no known interest in any businesses during the course of the marriage.

Alimony

34. Each party is fully capable of supporting himself and herself and therefore, neither party shall be awarded alimony at any time, and shall forever waive any such claim.

Retirement Accounts, Pensions, and Related Assets

35. Both parties have accrued benefits in retirement accounts, pensions, or other related assets. Both parties shall maintain interest in their own accounts, and shall abandon all claims to the other's account upon entry of the parties' Decree of Divorce.

Personal Conduct

36. Both parties shall be permanently restrained from bothering, harassing, annoying, threatening, or harming the other at the other place of residence, employment or any other place. Both parties shall be civil and respectful in their communications with one another.

Taxes

37. The parties shall be entitled to claim the parties' minor child's child tax credits for the purposes of filing federal and state income tax returns on alternate years with Alysa claiming said child in odd years and Josiah claiming said child in even years. The parties shall each execute any necessary tax forms to enable the other to claim said child tax credits.

Attorney's Fees

38. Each party shall assume his/her own costs and attorney's fees incurred in prosecuting this action.

Other

39. Alysa shall be restored to the use of her former name, “Alysa Ann Metzkow” if

and when she so desires.

40. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree of Divorce.

41. Each party shall be ordered to execute and deliver to the other such documents

as are required to implement the provisions of the Decree of Divorce entered by the Court.

42. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

PARENTING PLAN

43. **Joint Legal Custody/Decision Making Process:** The parties shall exercise

joint legal custody. The parent with whom the child is then located shall make day-to-day decisions involving the child. The parent who is with the child at that time shall make emergency decisions affecting the health or safety of the child. Significant decisions involving legal matters, health, education, and religious upbringing, shall be discussed in advance in an attempt to reach an agreement. If the parties are unable to reach an agreement, they shall participate in mediation prior to bringing the issue before the Court. The parties shall equally share the cost of mediation. If the issue is time-sensitive, the parties shall follow the recommendation of the treating expert. This may include, but is not limited to, recommendations from treating physical therapists, teachers, or other relevant professionals.

44. Physical Custody and Parent Time: The parties shall exercise joint physical

custody of the minor child. Neither parent's home shall be designated as the primary residence of the child. Parent time shall be as agreed upon by the parties or in accordance with UTAH CODE ANN. §81-9-305, as described in the table below:

	SUN.	MON.	TUES.	WED.	THURS.	FRI.	SAT.
WEEK 1	DAD	DAD	DAD	DAD	MOM	MOM	MOM
WEEK 2	MOM	DAD	DAD	DAD	DAD	MOM	MOM

45. Holidays: The parties shall exercise holiday parent time as they agree or pursuant to UTAH CODE ANN. §81-9-305, with Mom being designated as the custodial parent, as described in the chart below:

Holiday	Holiday Time Period	Odd years	Even years
Dr. Martin Luther King Jr. Day	(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.	Dad	Mom
President's Day	(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.	Mom	Dad
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.	Dad	Mom

	(2) Holiday ends at 7 p.m. on the day before school resumes.		
Memorial Day	(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.	Mom	Dad
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Mom	Mom
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Dad	Dad
Juneteenth National Freedom Day	(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.	Mom	Dad
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Dad	Mom
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Mom	Dad
Labor Day	(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.	Dad	Mom
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Mom	Dad
Fall Break	(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.	Dad	Mom

Halloween	(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.	Mom	Dad
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Dad	Mom
Thanksgiving	(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.	Mom	Dad
Winter Break (First Half)	(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.	Dad	Mom
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Mom	Dad
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Mom	Dad
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Dad	Mom
Father's Birthday	Father will have parent-time each year on his birthday from 3:00 p.m. until the following morning when Father delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from the parent's residence for the uninterrupted	Dad	Dad

	extended period parent-time.		
Mother's Birthday	Mother will have parent-time each year on his birthday from 3:00 p.m. until the following morning when Mother delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from the parent's residence for the uninterrupted extended period parent-time.	Mom	Mom

46. Summer/Extended Parent Time: Summer parent time shall be as the parties

agree, or as follows in accordance with UTAH CODE ANN. §8-9-305. Each year, a parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. One parent may make this designation at any time, and the other parent may make a designation after May 1, provided that each parent makes the designation at least 30 days before the designated two-week period begins. Alysa may make the earlier designation in even numbered years, with Josiah being permitted to make the earlier designation in odd numbered years. Summer parent-time shall not interfere with the other parent's scheduled holiday parent-time.

47. Transportation of child: Parent time exchanges shall occur as agreed upon by

the parties or, when school is in session, by pick-up or drop-off at the child's school. When school is not in session, exchanges shall take place at a location that is equidistant between the parties. The parties shall cooperate and remain flexible with respect to pick-up and delivery, and

shall be mindful of the importance of promptness. If either parent is unavailable to transport the child, that parent shall forfeit their parent time.

48. Right of First Refusal: If either parent requires surrogate care for the minor child

during work hours, overnight, or longer, that parent shall first offer the other parent the opportunity to care for the child. If the other parent is unwilling or unable to do so, the offering parent shall be responsible for securing appropriate surrogate care. Exercise of the Right of First Refusal shall not replace, modify, or otherwise affect either parent's regularly scheduled parent time. The parent exercising the Right of First Refusal must be personally available to care for the child, and the parent receiving the time shall be responsible for all transportation. Neither party shall leave the minor child alone with an unrelated adult male without the prior written consent of the other party.

49. 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(ren) overnight. When the child(ren) travel(s) with either parent overnight, all of the following shall 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(ren) or traveling parent can be reached

50. Education Plan: The parties shall attend mediation at least five months prior to

the minor child beginning Kindergarten in order to determine where the minor child shall attend school. If the parties cannot come to an agreement, either party shall be permitted to set the matter for hearing.

51. Communication/Exchange of Information: The child shall not be requested

to carry messages between the parents. The parties shall communicate with each other via text or email, and by telephone when necessary. The parties shall share all information about the child regarding special events, homework assignments, parent/teacher meetings, report cards, medical events, and prescriptions that the other parent may not have access to. Information relating to the child shall be provided to the other parent as soon as it is practical.

52. Difference in Parenting Styles: It is probable that differences in parenting styles

have and will occur. To that extent, the parties shall focus their attention on conversations on the child rather than each other and encourage the child to understand that differences occur and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the child so long as it is not detrimental.

53. Consistency in Raising the child: There will undoubtedly be inconsistencies in

the way each party creates ground rules and imposes discipline on the child. In an effort to maintain some consistency and standards for discipline, the parties shall attempt to adopt behavior rules that will apply in both homes, which shall include bedtime, homework, types of

movies and video games, frequency of TV, and computer time. Should the child complain about a particular parent's rules for the child, the explanation shall be that it must be resolved with the other parent so that the parents do not become an ally with the child in that regard. If it is perceived by one party that the discipline of the other is inappropriate, the discussion shall be had with the other parent without going through the child.

54. Maintaining Contact When Child Are With the Other Parent:

Regardless

which parent the child is with at any given time, each parent shall make an effort to have the child contact the other parent as frequently as is reasonably requested or as desired by the child.

55. Relocation: If either party intends to relocate 150 miles or more from the residence of the other parent, the relocating parent shall give the other parent written notice at least 60 days before the day on which the relocating parent intends to relocate. The written notice of relocation shall include statements outlined in Utah Code 81-9-209. The Court will schedule a hearing to determine if the relocation is in the best interest of the minor child.

56. Extracurricular Activities and Sports: The parties shall split the cost of any

activities or equipment costs that are incurred for an activity that is agreed to in writing by both parties. If the parties do not agree to an activity, the parent who wants to enroll the child in the activity will bear the full cost of the activity and will ensure the activity only falls on that parent's parent time.

57. Disparaging Remarks: Each of the parties shall refrain from communicating

with or about the other in demeaning, disparaging or disrespectful terms and shall prevent third parties, and the child from doing so as well.

58. Restraints Regarding Firearms: The parties shall ensure that the child is not allowed access to firearms without appropriate supervision. The parties shall ensure that all firearms in the parties' residences are secured in a safe and not accessible to the child.

59. Special Considerations:

- a. The parents 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 parents shall be entitled to attend and participate fully.
- b. Both parents shall have access directly to all school reports including preschool and daycare reports and medical records, and shall be notified immediately by the other parent in the event of a medical emergency.
- c. Both parents shall be listed as "emergency contacts" for medical emergencies with any school, daycare, or any other such providers.
- d. Both parents shall be allowed to access the child at school and shall be able to check the child out of school for any appropriate reason.
- e. Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.

f. The parties shall use their best efforts to communicate and share information with each other on a frequent basis regarding the child, in order to keep one another apprised of what is happening in the child's life.

g. The parties shall discuss with one another any situations with the child in which significant discipline was used. The parties shall not use any form of corporal punishment. Further, they shall consult with one another if they experience problems with discipline and try to create consistency with house rules and discipline techniques used. They shall consult with a mental health professional or counselor together if they are unable to resolve behavioral issues involving the child.

h. Neither parent shall make major changes in the child's physical appearance without first working out an agreement with the other parent to do so. This shall extend to cosmetic surgery, ear piercing, tattoos, etc.

i. The parties shall notify one another of any illness that requires treatment that the child has while in their home for parent time. They shall also keep one another informed of any medications prescribed for the child, as well as any scheduled appointments with medical, dental, or mental health professionals.

j. Neither party shall enroll the child in services such as counseling without first notifying the other parent of the need for such a service, and involving the other parent in choosing the professional who shall see the child. If a party makes the first contact with such a professional, they shall provide that person with the name, address, and telephone number of the other parent.

k. In the event of a medical emergency, each party shall make every effort to contact and consult with the other party but shall be entitled to make necessary decisions until both parties are available. Such efforts shall include every means at the party's disposal, including calls to work, home, and cell phone, as well as leaving messages at all such numbers, and at the homes of relatives in order to make sure the other parent knows about the medical emergency.

l. Both parties shall refrain from involving the child in "divorce issues." Such issues include, but are not limited to, parent time disagreements; discussions about child support or financial hardships brought about by divorce; differences of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information regarding what occurs in one another's homes (other than general conversation); and involving the child as "messengers" between the parties.

m. The parties shall not have romantic guests spend the night while the child is present unless they are in a serious relationship (dating for more than 6 months).

n. Both parties shall refrain from using illegal or un-prescribed drugs and from becoming intoxicated while the child is in his or her care. "Intoxicated" shall be defined as drinking more than two mixed drinks, or three beers in a four-hour period.

o. Both parties shall refrain from taking the child around other individuals who are using drugs or excessive alcohol, or around any place where drugs are being used, or are common.

p. The parties shall not smoke in the presence of the child or allow others to do so. The parties shall not smoke at all in any vehicle in which the child rides.

q. Neither party shall ever drink and drive with the child in the car, nor shall either of them knowingly allow the child to be in a moving vehicle of any kind in which the driver is under the influence of alcohol and/or drugs.

60. Resolving Disputes: When disputes occur, the parties shall attempt to resolve

those disputes before resorting to any other process and meet with experts in the areas of disagreement, as necessary. If they are unable to agree, they shall submit the dispute to mediation and share the costs of the mediation equally.

61. Violation of Parenting Plan:

a. If either parent fails to comply with a provision of this Parenting Plan, the other parent's obligations under the Parenting Plan or final Decree of Divorce shall remain in full force and effect and shall not be excused or modified by other parent's noncompliance.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM:

/s/ Megan Blakelock

Megan Blakelock
Date: May 19, 2026

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Alysa's counsel 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 this 13th day of May 2026, I caused to be served a true and correct copy of the foregoing ***DECREE OF DIVORCE*** via electronic mail to:

Megan Blakelock
Megan@blakelocklaw.com
Attorney for Josiah David Fritz

/s/ Sara Sloniger _____
Sara Sloniger
Paralegal for Sara Sloniger

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