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PRIVATE RECORD

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

In the Matter of the Marriage of: TARA MILLER, Petitioner, and RYAN ALLEN, Respondent.	DECREE OF DIVORCE Case No. 234403249 Hon. Judge: SEAN PETERSEN Hon. Comm.: MARLA SNOW
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THIS MATTER comes before the Court pursuant to the Petition for Divorce. Petitioner (“Tara”) filed against the Respondent (“Ryan”), which was properly served. The matter reached a final disposition by stipulation of the parties entered on the record with the Court. THE PARTIES, Petitioner, Tara Miller, (Tara) and Respondent Ryan Allen (Ryan), appeared before the honorable Judge Thomas Low at a judicial settlement conference on October 28, 2025. The parties were present with their counsel of record and agreed to resolve all of their divorce issues, which were read and agreed to on the record. The Honorable Judge Petersen also held a hearing held on November 6, 2025 and approved the child support waiver contained in this Decree.

The Court having heard and reviewed the stipulation that day, and having reviewed appropriate *Findings of Fact & Conclusions of Law* consistent with the Parties’ Stipulation, and otherwise being fully informed and for good cause does hereby

ORDER, ADJUDGE, AND DECREE as follows:

1. **Jurisdiction & Venue.** Tara and Ryan are actual and bona fide residents of Utah County and were for at least three months immediately prior to the filing of this action.

2. **Marriage Statistics.** The parties are husband and wife having been married on February 20, 2016, in Salt Lake County, Utah, and are presently married.

3. The parties separated on or about November 20, 2023.

4. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

PARENTING PLAN

5. **Issue of the Marriage.** The parties have one minor child born as issue of this marriage, L.A., born July 13, 2016.

6. **Child Custody Jurisdiction:** Utah has jurisdiction to make the initial child custody determination pursuant to Utah Code Ann. § 81-11-201. The child has resided in Utah for at least six consecutive months immediately before the commencement of this proceeding and Utah is the home state of the child. There are no other cases involving the minor child or other parties with any claimed rights to the child.

6. **Custody.** The parties shall have joint legal and joint physical custody of the minor child.

7. Reasonable parent-time should be as the parties agree. The parties have agreed that any schedule will guarantee Tara at least 183 nights per year. If the parties do not agree to a parent-time schedule, parent time shall be pursuant to the following schedule, making sure the agreement of 183 nights for Tara is fulfilled:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Week 1	Tara	Tara	Ryan	Ryan	Ryan	Ryan	Ryan	
Week 2	Tara	Tara	Ryan	Ryan	Tara	Tara	Tara	

8. Each year, Tara will propose a parent-time schedule on December 1st for the upcoming year in order to ensure that Tara has the child 183 overnights each year. Ryan will respond to that proposed schedule by December 15th and the parties will agree upon a final schedule by December 30th. The schedule will guarantee Tara will have at least 183 nights despite the parent time schedule outlined in the Utah code.

9. **Holiday Schedule.** For the purpose of guiding holiday parent time, Ryan shall be designated as the noncustodial parent and Tara as the custodial parent. The following table is the holiday schedule for parent time that will be modified in the December proposal to ensure 183 nights per year for Tara:

HOLIDAY	HOLIDAY TIME PERIOD	Years Non-Custodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Martin Luther	(1) Holiday begins Friday at:	Odd Years	Even Years

King Jr. Day:	(a) 9 a.m. if school is not in session and the parent can be with the 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.		
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 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.	Even Years	Odd Years
Spring Break:	(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.	Odd Years	Even Years
Memorial Day:	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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.	Even Years	Odd Years
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.	Every year if non-custodial parent is the mother or other parent granted the holiday in the order.	Every year if custodial parent is the mother or other parent granted the holiday in the order.
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.	Every year if non-custodial parent is the father or other parent granted the holiday in the	Every year if custodial parent is the father or other parent granted the holiday in the

		order.	order.	
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.	Even Years	Odd Years	
Independence Day:	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd Years	Even Years	
Pioneer Day:	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even Years	Odd Years	
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 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.	Odd Years	Even Years	
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.	Even Years	Odd Years	
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 Columbus Day.	Odd Years	Even Years	
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.	Even Years	Odd Years	
Veteran's Day Holiday:	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd Years	Even Years	
Thanksgiving Holiday:	(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.	Even Years	Odd Years	

	(2) Holiday ends at 7 p.m. on the night before school resumes.		
Winter Break (First Half):	(1) Holiday begins at: (a) 6 p.m. on the day 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 27 th at 7 p.m.	Odd Years	Even Years
Winter Break (Second Half):	(1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends at 7 p.m. on the night before school resumes.	Even Years	Odd Years
Day of Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years

11. **Telephone, Facetime, and Email Contact:**

Both parents are entitled to reasonable, uninterrupted, unmonitored, and uncensored skype, Facetime, telephone, mail, social media, text, and e-mail contact with a minor child at reasonable hours and for reasonable duration(s).

12. Each parent should provide access to a minor child while in his or her care to facilitate such communication.

13. A minor child may choose to initiate communication with either parent at any time of the child's choosing.

14. **Transportation.** Transportation for parent-time shall be as the parties can agree. In the event the parties cannot agree, the party beginning his or her parent-time should be responsible for picking up the child at the start of his or her parent-time.

15. **Trading Time:** Special consideration shall be given to trade time, so a child would be available to attend family functions, funerals, weddings, family reunions, important ceremonies, and other significant events in the life of a child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

16. **Travel:** If a child will be traveling for more than three days, the parent arranging the travel will notify the other parent at least two days in advance of the trip and provide the travel schedule, locations, and contact information for where the child will be.

17. **Relocation:** If a parent relocates more than 30 miles from the residence of the other parent then the parties agree that this will constitute a substantial and material change in circumstances for the purpose of modifying custody. The moving parent shall provide ninety

(90) days advance written notice of the intended relocation to the other parent and shall otherwise follow the provisions of Utah Code Ann. § 81-9-209.

18. The parties agree that the minor child will attend her current school and feeder schools for the high school based upon the marital home, located at 2379 E. Horizon Dr., Eagle Mountain, UT 84005.

19. **Decision Making:** Both parties have authority to make routine decisions regarding the child's day-to-day activities while the child is in his/her care.

20. Both parties will discuss and attempt to agree on all major decisions related to the child; including medical, health care, and religious upbringing of the child. If the parties cannot agree on issues relating to the religious, or medical issues relating to the child, the parties agree to allow Dr. Goldsmith, who is the child's current therapist, to make the tiebreaking decision. In the event that Dr. Goldsmith is no longer the child's therapist, then the new agreed-upon therapist will have tiebreaking authority for those decisions.

21. **Mental Health Provisions:** Ryan will follow all medical directives from his health care providers.

Ryan will provide medical releases to Tara for all of his medical providers and new releases for new medical providers within a reasonable timeframe. Tara will be allowed to contribute to the parties' safety plan, that Ryan prepared, within reason, including making edits. Ryan will timely notify Tara of any manic episodes as soon as possible under the circumstances. Tara can request a drug test from Ryan once every thirty (30) days if she suspects he is not compliant with his medications, the drug test can be any number of panels that Tara requests so long as she pays for the test. Tara will pay for the tests and Ryan should take the test within 24 hours of request if possible. Ryan will reimburse Tara for the cost if he is noncompliant with prescribed or unprescribed medications. Ryan has a medical marijuana card and as long as his providers are okay with him using that as prescribed, it will not be a violation of the testing. Additionally, while Ryan's parents are alive Ryan agrees to have parent-time there. Tara will have the right of first refusal should Ryan not be available to exercise parent time due to mental health reasons or other circumstances. Both parties will notify the other of any travel out of the area with the child. If Ryan is

noncompliant on a drug test, then he will have minimum parent-time until agreement of the parties or an order of the court. Ryan can take another drug test from a reputable lab to show compliance for any drug test that he believes is incorrect and Tara will in good faith consider it if from a valid lab. The parties can then voluntarily reinstate Ryan's 50/50 parent-time via agreement. If the parties cannot agree, Ryan can request a review hearing at any point to reinstate 50/50 parent-time. The parties will act in good faith and not abuse this process. —

22. **Sharing Information:** Each party shall have access to all educational, childcare, and medical records of each child.

23. Each parent shall provide the other with his/her current address, telephone number, and email address.

24. Each parent should notify the other parent as soon as reasonably possible in the event of a medical or other emergency concerning the child.

25. Each parent should provide the other with a current address, phone number and email address within twenty-four (24) hours of any change.

26. Each parent should provide the other with the name and contact information for any surrogate care providers for the child.

27. **Medical Plan:** Both parents shall notify the other party immediately in the event of a medical emergency.

28. Emergency decisions affecting the health or safety of the child shall be made by the parent who is with the child at the time, and that parent should provide notice to the other parent as soon as possible.

29. Both parties shall be required to come to an agreement and receive prior consent in the event of elective surgery or an elective procedure.

30. **Education Plan:** Both parents shall have access directly to school reports, and both shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions.

31. Both parents shall be included on the child's school contact list and notified in the event of an emergency.

32. **Activities:** The parties shall agree on the child's activities that affect the other parent's time. They will equally share the costs of agreed on activities. If the parents do not agree, a parent may still enroll a child in an activity and cover the cost, but the party not in agreement will have no obligation to take the child to said activities during his / her parent time.

33. **Participation.** Both parents should 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.

34. **Child Expenses:** Both parties shall equally share the other mutual approved expenses of the minor child. If not mutually approved, the parent who incurs the cost will pay.

35. **Mutual Restraints.** It is fair and reasonable that both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent

third parties from such violations or shall remove the minor child from such circumstances.

- a. Both parents should be mutually restrained from disparaging the other in the presence of the minor child, via text message, or on social media and should prevent third parties from doing the same.
- b. Both parents should be mutually restrained from harming or threatening harm to the other party and should prevent third parties from doing the same.
- c. Both parents should be mutually restrained from discussing the case, child support, or other adult topics within earshot or in the presence of the minor child and should prevent third parties from doing the same.
- d. Both parents should keep the other apprised of their current address, telephone number, and email address at all times.

36. **Child Support.** Child support, per agreement of the parties and via approval from Judge Petersen, at a hearing held on November 6, 2025, has been waived due to the ability of each parent to provide for the child as well as other financial considerations in the parties' agreement.

37. **Health and Dental Insurance:** Tara is currently providing health, dental and vision insurance for the benefit of the minor child and should continue to do so

for so long as it is available to her through her employment at a reasonable cost.

38. As part of the waiver of child support, reduction in home equity and division of marital debts, Tara will cover 100% of the medical, dental and vision insurance for the minor child.

39. **Out-of-Pocket expenses:** The parties are equally responsible for all reasonable and necessary preapproved out of pocket healthcare expenses that are incurred on behalf of a minor child. The party who incurs the medical expense shall provide written verification of the cost and payment of the expenses to the other party within 30 days of payment. Reimbursement by the other party shall be within 30 days. A parent incurring medical expenses shall be denied the right to recover the other party's share of the expenses if that party fails to comply with this provision.

40. Pursuant to Utah Code Annotated §§ 15-4-6.7, 81-4-402, when a court order has been entered providing for payment of medical expenses of a minor child pursuant to Utah Code Annotated §§ 81-4-402, or 81-6-101 et. seq. or an administrative order under § 62A-22-

326, a creditor who has been provided with 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 medical and dental expenses required to be paid by the parent under the order.

- a. Therefore, each party shall: Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child;
- b. Notify the particular creditor of that party's current address;
- c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under § 70C-7-107 or a 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 that parent under the order.

****END OF PARENTING PLAN****

51. **Childcare**: The parties shall equally divide any reasonable and necessary work- related childcare costs.

52. **Tax Deductions / Exemptions**: Ryan claimed the minor child for 2023 and 2024. Tara will claim the mortgage interest for 2023 and 2024. Tara will claim the child for 2025 every year going forward.

DIVISION OF PROPERTY

68. **Division of Personal Property**: Each party is awarded his and her own personal property in their possession, including items, clothing, jewelry, possessions, and any property brought into the relationship.

69. Each party is awarded the marital property currently in their possession free and clear from any claim of the other.

70. **Real Property**. Tara, by title / deed, solely owns real property that the parties purchased during the marriage and the parties and the minor child have been living there together (marital home), which is located at 2379 E. Horizon Drive, Eagle Mountain, Utah 84005. Tara shall be awarded the home, but Ryan is awarded \$60,000 as his portion of an equitable interest in the home. Tara will pay \$20,000 annually in installment payments with the first payment being due on June 30, 2026, and the second payment being due on June 30, 2027, and the final payment on June 30, 2028. Once the final payment is made, Ryan's equity interest in the home will be satisfied.

DIVISION OF FINANCIAL ACCOUNTS & OTHER INTANGIBLE ASSETS

53. **Financial Accounts**: Each party is awarded his/her own financial accounts.

54. **Retirement Accounts**: The parties are each awarded their own separate retirement accounts.

55. **Debts**: Tara will pay all the debts and indemnify Ryan from the following debts: 1. the tax debt (for state and federal taxes) in the approximate amount of \$50,000, 2. Fidelity Credit Card in the approximate amount of \$20,000, 3.

American Express Delta credit card in the approximate amount of \$14,000, 4. Discover credit card in the approximate amount of \$10,000. Ryan may notify creditors.

56. Each party should assume responsibility for the debts they have personally accrued after the date of filing of the *Petition for Divorce*, with the party responsible holding the other harmless for any and all liability thereon.

57. If there exist any other marital debts that are not known at this time, those debts should be paid by the party who incurred such debt.

DIVISION OF BUSINESS ASSETS & DEBTS

58. **Business Interests:** During the course of the marriage, Ryan acquired a business interest called Joyful Jumps (Bounce Houses). Ryan shall be awarded ownership of the business and will hold Mother harmless for all debts, liabilities, and obligations associated with the business.

MISCELLANEOUS

59. **Alimony.** Both parties to this action are able-bodied, and capable of working, neither party should be awarded any alimony from the other now or in the future.

60. **Attorney Fees / Costs:** Each party should be responsible for his and her own attorneys' fees and costs in this action.

61. **Duty to Sign:** Each party should be ordered to sign all necessary documents, vehicles or other assets as divided by the Decree of Divorce.

62. **Identity Theft**: Each party shall not use the other party's likeness, identity, or personal information for any inappropriate or unauthorized purpose.

_____End of Order_____

*******THE COURT'S SIGNATURE AND SEAL WILL APPEAR AT THE TOP OF THIS DOCUMENT WHEN EXECUTED BY THE COURT.*******

APPROVED AS TO FORM

Ryan Allen - Respondent

THIS ORDER IS SENT VIA RULE 7 AND UNLESS OBJECTED TO PER RULE 7 WILL BE
SUBMITTED TO THE COURT FOR SIGNATURE

CERTIFICATE OF SERVICE

I HEREBY certify that a true and correct copy of the foregoing document was served by email to Respondent Ryan Allen at: allen.ryan.b@gmail.com on May 27, 2026.

/s/ Troy S. Rawlings