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

IN THE MATTER OF THE MARRIAGE OF:

GERROLD SCOTT LAYCOCK,

Petitioner,

and

JESSICA MARIE LAYCOCK,

Respondent.

DECREE OF DIVORCE

Case No.: 264400818

Judge: Tony F. Graf Jr.

Commissioner: Marla Snow

This matter comes before the Court by way of Petitioner Gerrold Scott Laycock's ("Mr. Laycock" or "Father") Petition for Divorce and his and Respondent Jessica Marie Laycock's ("Ms. Laycock" or "Mother") Stipulation seeking the Court's entry of a Decree of Divorce. The Court, having reviewed the Petition and the parties' Stipulation herein, acknowledges that grounds exist for issuance, that jurisdiction over this matter is proper, and that a Decree of Divorce may be entered. The Court, being convinced that no just cause for delay exists, hereby ORDERS, ADJUDGES, AND DECREES, as follows:

DECREE

1. Ms. Laycock is a resident of Utah County, State of Utah, and has been a resident of Utah County, State of Utah, for the three (3) months immediately preceding the commencement of this action.

2. The parties were married on June 17, 2015, in American Fork, Utah County, state of Utah, and are now, and have been since that time husband and wife.

GROUND

3. The parties shall be granted a Decree of Divorce pursuant to Utah Code Ann. § 81-4-405(1)(h).

CHILDREN

4. The parties are the parents to two (2) minor children, to wit:

<u>NAME</u>	<u>DATE OF BIRTH</u>
O.R.L.	February 2021
R.V.L.	June 2025

5. No other children are expected as issue of this marriage.

6. The parties' minor child has resided in Utah County, State of Utah, for the past six (6) months and the child presently resides in Utah County. Utah is the home state for the minor child.

7. The parties have no knowledge of any current custody proceeding concerning the parties' minor child pending in a Court of Utah, or any other state. Upon information and belief, no proceedings involving the custody of the child have been filed in any Juvenile Court.

8. The parties have no knowledge of any person not a party to this proceeding who has physical custody of the parties' minor child or who claims to have custody or visitation rights with respect to the parties' minor child.

CHILD CUSTODY AND PARENT-TIME

9. The Mother shall be awarded sole physical custody of the minor children, with Father's parent time being as the parties may agree. If the parties cannot agree, Father's parent time shall be as follows:

a. Monterrey, California. Father is currently stationed in Monterrey, California. While Father resides more than 150 miles from Mother, whether as active duty military or otherwise, Father's parent time shall be governed by Utah Code 81-9-209 for the older child only with the following exceptions:

i. Father shall be permitted up to two (2) additional overnights connected to his optional, monthly weekend parent-time and shall be afforded the flexibility of choosing which weekend he wants each month so long as he provides 30 days' notice. The weekend may occur on a holiday Father is not entitled to have so long as both parties agree in writing. Mother shall not unreasonably withhold parent-time on holiday weekends Father is not entitled to have. Father is not entitled to a monthly visit if it is in the same month as a major holiday that Father gets under the statute, or a month during June, July, or August, unless otherwise agreed to in writing (text or email is considered a writing for purposes of any agreement in writing in this stipulation).

ii. For Summer parent-time for 2026, Father shall have parent-time for six weeks beginning on a date between June 27 through June 30. Father will provide notice of the exact date and flight information on before June 19, 2026.

iii. Additionally, Father's parent time and associated travel must be planned and Mother notified at least 30 days prior to the start of parent time. The younger child shall not exercise overnights until 3 years old except for as noted

below, which may require all parent time to occur in Utah.

b. Transportation costs while more than 150 miles from each other. All parent time travel costs shall be paid by Father up front for the holiday parent-time and the summer parent-time, and Father or grandparents must chaperone and supervise during travel. Upon presentation of the costs of the travel for the minor child(ren) and the flight costs for the chaperone, Mother shall reimburse Father for 1/3 of the costs for the holiday parent-time and the summer parent-time.

c. Parent-time in Utah while Father lives more than 150 miles away. If Father will be spending time in Utah, the parties should cooperate to allow Father to have overnights with the youngest minor child, at the same time as he is exercising parent time with the older child, once the youngest child is 18-months old or older. The overnights should be as the parties can agree, but if they cannot agree, then the overnights should be consistent with Utah Code. §81-9-304 so long as the overnights occur at Father's parents' residence.

d. Within 150 miles. When Father resides within 150 miles from the children and Mother, his parent time shall be governed by Utah Code 81-9-302 or 304, according to a child's age, with the exception that there will be no overnights until a child is 18 months old, and prior to that time parent time will conclude at 7:30 pm on parent time days.

e. Relocation to within 35 miles. If Father relocates to within 35 miles from the children and Mother, then the parties should meet and confer to discuss a change in custody (from sole physical custody to joint physical custody) and parent-time, addressing whether 60/40, 50/50, or some other mutually agreed upon joint physical custody parent-time arrangement would be in the children's best interests. If the parties are unable to agree, then either party may request mediation to address the issue, with the parties equally dividing the costs of mediation. If they are still unable to agree, then either party may petition the court for a change in parent-time or custody without any additional change in circumstances being required.

f. Virtual Parent Time. At all times, each parent shall have access to virtual / phone parent time with a child at reasonable times and for a reasonable duration according to a child's circumstances and desire.

9. Transferability of Father's Parent Time. Father's parent time may be transferred to his parents (children's paternal grandparents) if they are capable, fit, and willing to so exercise the time, so long as Father is deployed or required to work out of state (excluding times where Father is not working and is travelling for recreational activities not involving the minor children). The optional two extra days associated with Father's optional, monthly weekend parent-time are not transferrable. This right is subject to Mother's reasonable assessment as to the best interests of the children and their schedule needs during that time.

10. Legal Custody. The parties shall be awarded joint legal custody of the minor children.

Petitioner shall be listed as the Father of a minor child on all such records that require that designation. Father shall be listed on the email contact list for any communication from third parties such as a child's education, healthcare and activities. Father shall have the right to information regarding a minor child's educational decisions (starting school, location of school, major educational events, etc.), major medical events (major illnesses or accidents, any surgical interventions, etc.), major life events, etc. Prior to making a major decision, the parties shall inform each other of the decision that is being made and each shall be given the opportunity to speak with relevant professionals in the field (i.e., pediatrician, dentist, school counselor, etc.) In the event the parties cannot agree on a major decision involving a child, Mother shall have final decision-making authority, subject to Father's right to seek court action if he in good faith believes the decision made by Mother to be against a child's best interest.

11. Education Plan: The children shall attend school based on Mother's residence or school selected by her.

12. Healthcare Providers: Mother shall select the children's healthcare providers with notice to Father. The parties shall cooperate to keep the children's military identification cards updated

through DEERS so that the children can be eligible for, and use, the TriCare medical benefits that Father has for the minor children.

13. Religion/Participation: The children shall be allowed to be baptized/confirmed at 8 years old into the LDS church. Both parties shall be respectful of the other party's religious beliefs. Each parent shall be in charge of religious practices or participation during his or her own parent time.

14. Parenting Plan. The parties shall adopt additional parenting plan guidelines as follows:

- a. The parties shall notify the other parent of major injury or illness as soon as reasonably possible involving a child;
- b. The parties shall notify the other parent of any change of address, email address, cell phone number, and telephone number within twenty-four (24) hours of the change;
- c. The parties shall cooperate in obtaining passports for a minor child and making those passports available to the traveling parent, with the traveling parent being solely responsible for all associated costs;
- d. Communication between the parties shall be civil and only about a minor child. Communication shall be directly between the parents and shall not involve third parties, except in instances where grandparent(s) may be involved in communication as it pertains to scheduling and exchanges. All communications shall be in writing, primarily by text message or by email, if required;
- e. Each parent shall give notice to the other of any individual other than a parent or grandparent, providing childcare, including their name, phone number, and location, and will give the childcare provider the other parent's name and phone number;
- f. There shall be no sleepovers for children at other residences until a child reaches the age of 12, other than at grandparents' residences. The parents may have sleepovers for the children at their respective homes.
- g. The parties will equally divide the cost of extracurricular activities for the minor children so long as the parties have mutually agreed to the activity in

writing prior to a minor child being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the minor 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. Any party unilaterally enrolling the minor child in extracurricular activities will do so at their own expense and the activity will not interfere with the other party's parent time without their written consent.

15. Mutual Restraining Order. The parties stipulate and agree to the following mutual restraining order:

- a. Both parties shall be restrained from saying or doing anything that would tend to diminish a child's love and affection for the other parent, including, but not limited to, name calling, speaking derogatorily about the other parent in front of a child or speaking to a child about the issues in this case, or from attempting to influence a child's preferences regarding custody or visitation.
- b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate a child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes a child's best interest.
- c. Both parties shall be restrained from discussing divorce issues in front of a child or allowing a third party to do so. The parties shall also be restrained from discussing a child's relationships with the other parent in front of or with a child, or from questioning, interrogating, or otherwise "pumping" a child for information. Neither party shall request or encourage a child to hold back information from the other party which shall otherwise be divulged to the other party by the other parent.
- d. Both parties shall be mutually restrained from harassing, threatening, stalking, digitally stalking, or otherwise bothering the other party. This includes unreasonable contact between a parent and child during the other parent's parenting time.
- e. Both parties shall be mutually restrained from allowing third parties to do in front of the child 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 child from such circumstances.

f. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

g. Neither parent shall consume alcohol to excess during parent time, smoke/vape, or abuse controlled substances during parent time, and shall not allow 3rd parties to do the same in the presence of children, other than a strictly public setting where alcohol consumption or smoking are not prohibited and outside of a parent's control.

h. Neither party shall use or allow physical or corporal punishment as form of discipline on a child. Punishments and consequences for poor behavior in one home are not required to carry over to other parent's home unless mutually agreed;

i. Neither parent shall allow a child to be alone or unsupervised with any individual (related or not) who has any criminal history (whether arrests, convictions, DCFS investigations etc.) pertaining to substance abuse, crimes against children, domestic violence or physical violence, or any other similar significant issue which might jeopardize a child's health, safety, or welfare.

j. There shall be no overnight romantic guests during parent time until having been in an exclusive, committed relationship for more than 4 months and the full legal name and date of birth have been provided to the other party.

16. Child Support. Father earns approximately \$6,412 gross per month which is a combination of base pay, BAH, BAS, and COLA pay from his military employment. Mother shall be imputed to \$1,257 for purposes of child support. Pursuant to the Utah Child Support Guidelines, child support is \$1,197 per month. It is anticipated that upon entry of the Decree, the BAH, BAS, and COLA will likely change due to a change in marital status. The parties will recalculate the child support based on Father's gross income after the adjustment. Father shall provide Mother with proof of the change in income within 30 days of receiving notice of change.

a. There are no child support arrears owing.

17. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the health expenses of the minor child in accordance with U.C.A. §81-6-208.

a. Each parent shall share equally the out-of-pocket costs of an insurance premium actually paid by a parent for the child's portion of 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 child in the instant case. This amount shall be automatically deducted from the child support paid or owed.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental or orthodontic, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

c. The parent who incurs health care related expenses for a child shall provide written verification of the cost and payment of said expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If a parent fails to submit a reimbursement request within 30 days from their payment, they shall be barred from bringing any enforcement action or requesting reimbursement. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary expenses for the minor child as indicated.

d. If, at any point in time, the dependent child are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent child and the health, hospital, or dental insurance plan of Mother shall be primary coverage for the dependent child. If a parent remarries and his or her dependent child are 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.

18. Childcare Expenses. The parents shall be solely responsible for any work-related childcare expenses incurred during his/her respective parent time. However, the other parent or a

child's grandparent shall be given priority to provide the childcare whenever possible. Neither parent shall use a dating partner, unmarried romantic partner, or roommate for childcare without mutual agreement in writing.

19. Dependency/Tax Credit. Beginning in the 2026 tax year, each party shall claim one of the minor children, with Mother claiming the youngest minor child. Once only one minor child can be claimed, the parties shall alternate claiming the last minor child with Father claiming the minor child in even tax years and Mother claiming the minor child in odd tax years.

20. Alimony: Each party is able to provide for him or herself financially, and therefore, no alimony shall be awarded now or forever.

21. Real Property: There is no real property owned by either party.

22. Separate Property: Unless provided otherwise herein, all property and all property rights which may be vested in either party as a result of acquisition prior to the marriage, acquisition after separation, family inheritance, trusts, or similar sources shall be awarded to the party who acquired the same, or to the party from whose family it came.

23. Personal Property: During the course of the marriage relationship, the parties have acquired items of personal property including but not limited to vehicles, furniture, appliances, electronics, décor, etc. The parties shall be awarded all personal property and household items already divided and that which is in his or her possession/control.

24. Banking/Financial Accounts: Each party shall be exclusively awarded any and all banking accounts held solely in his or her name free and clear from any claim by the other party.

On or before June 23, 2026, Father shall pay Mother \$1,892 based on the balance in the Navy

Federal Credit Union account that was to be divided consistent with the parties' previous separation agreement.

25. Retirement/Investment Accounts: Each party shall be exclusively awarded any and all retirement/investment accounts held solely in his or her name free and clear from any claim by the other party.

26. Debts and Obligations: Each party shall be solely responsible for his or her own monthly expenses, housing related expenses, business-related expenses, vehicle expenses and insurance, phone, health care expenses, utilities, life insurance costs, etc. Neither party shall make any charges or extend the lines of credit on any debts or liabilities that would affect the other person.

27. 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.

28. Taxes: Mother filed taxes separately for the 2025 tax year. The parties agree to amend the taxes and file jointly, splitting the refund equally. The parties shall use a mutually agreed upon tax preparer service to file their 2025 tax returns, sharing the costs of tax preparation equally.

29. Name: Mother shall have the her legal name restored to Jessica Marie Austin, if she chooses.

30. Documentation: 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.

31. Attorney Fees: Each party shall be ordered to assume their own costs and attorney's fees incurred in prosecuting this action.

***** END OF ORDER *****
***** ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE *****

APPROVED AS TO FORM:

/s/ Zack Starr
ZACHARY J. STARR/ June 12, 2026
Attorney for Respondent
Electronically signed with permission via email.

NOTICE TO PARTIES

PLEASE TAKE NOTICE that the undersigned will submit the foregoing **DECREE OF DIVORCE** for signature upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah Rules of Civil Procedure Rule 7(j).

SIGNED AND DATED this 10th day of June 2026.

DANIEL W. MCKAY & ASSOCIATES, PLLC

/s/ Daniel W. McKay
DANIEL W. MCKAY
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was electronically filed and served upon the following:

<u>PERSON</u>	<u>METHOD OF SERVICE</u>
Zachary J. Starr Moody Brown Law, LLC 2525 North Canyon Road Provo, Utah 84604 Telephone (801) 356-8300 Facsimile (801) 356-8400 Email: zstarr@moodybrown.com	☒ e-Filing (UCJA Rule 4-503) ☐ U.S. Regular Mail ☐ Facsimile Transmission ☐ E-Mail

DATED AND SIGNED this 12th day of June 2026.

DANIEL W. MCKAY & ASSOCIATES, PLLC

/s/ Reagan Lyman
Legal Assistant to:
DANIEL W. MCKAY
Attorney for Petitioner