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IN THE FOURTH JUDICIAL DISTRICT COURT

UTAH COUNTY, STATE OF UTAH

In the matter of the marriage of:	DECREE OF DIVORCE
DESIREE LAVONNE FARLEY	
and	Case No: 254300121
SHAUN FARLEY	Judge: Eldridge Commissioner: Ito

The above-captioned matter having come before the above-referenced Court, the Court having reviewed the file and finding the necessary pleadings in the file, the Court having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised states:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Termination of Marriage Petitioner and Respondent were married on September 29 of 2007 in the city of Santaquin, Utah County, Utah and are presently married. The parties separated on or about April 9, 2025.

2. Desiree is awarded a divorce on the grounds of irreconcilable differences and the marriage is hereby terminated.

3. Children. The parties are the parents of one minor child: K.J.F., born September of 2010.

4. Child Custody. The parties are awarded joint legal and joint physical custody of the minor child. The parties will have parent time on a 50/50 basis.

5. Parent Time.

a. Parent-time is exercised on a week-on, week-off basis.

b. The parties shall alternate holidays in accordance with U.C.A. §81-9-305. Father shall be designated as the non-custodial parent for purposes of holiday allocation only.

c. Each party is entitled to two weeks of uninterrupted summer parent time.

d. Election of Summer Parent Time. For purposes of designating summer uninterrupted parent time: Father will designate his 2 weeks and the mother will designate her 2 weeks by May 1st each year. If a party gives timely notice and the other parent does not, the complying party will have the first choice of his or her 2 week schedule for that year. If there is a conflict in summer scheduling, and both parties or neither party gave timely notice, then the father will have precedence in even-numbered years to designate a 2-week period, and the mother will have precedence in odd-numbered years to designate her 2-week period.

6. Parenting Plan. The parties shall adopt the advisory guidelines found in U.C.A. §81-9-202 as their parenting plan, in addition to the following provisions:

- a. Extracurricular Activity Costs. The parties will equally share the extracurricular costs of activities they agree to.
- b. School Fees. The parties will equally share the school fees for the child.
- c. The parties will not schedule events for the children on the other parent's time, or allow the children to do so, except as otherwise agreed in writing.
- d. Communication. The parties may only communicate via OurFamilyWizard, each paying their own cost, telephone (for child-related emergencies only) or mail for the limited purpose of arranging parent time and addressing child related issues. All communication will be civil. The children will not be used as messengers between the parties. Other than as indicated herein, the parties will have no direct or indirect contact with one another.
- e. Travel. Each party is responsible to provide the other with an itinerary and contact information before taking the child(ren) away from home for more than one consecutive overnight, and follow the provisions of U.C.A §30-3-36.
- f. Exchanges/Transportation. The receiving parent will provide the transportation. The fifteen minute rule will apply. Exchanges will be school-to-school when school is in session, or curbside (the exchangers are able to touch their respective vehicles or home doors at all times), via a mutually agreeable third party known to the parties. Other than polite greetings, there will be no communications at exchanges except as otherwise set forth herein.
- g. Virtual Communication. Each party may have reasonable and uncensored virtual and/or phone contact with the child while they are with the other parent.

The child may call either parent at any reasonable time. The parties will not question the child regarding virtual/telephone conversations between the children and the other parent. Virtual/telephone visitation will take place as the parties agree, and if they cannot agree then it will occur at 6pm on Monday, Wednesday, and Friday for a reasonable amount of time.

h. Joint Decision-Making. The parties shall consult with each other regarding major decisions for the children, including, without limitations, such things as elective medical care, education, and religious upbringing. If the parties cannot reach an agreement, neither party will have final decision-making authority. The parties will follow the recommendations of the experts in that area.

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

j. School. The child will continue at his current school until graduation.

7. Services.

a. Therapy. The minor child will receive/remain in individual therapy with the previous therapist until released by the therapist. The parties will participate in the child's therapy if requested to do so by the therapist. The parties will follow the treatment recommendations of the therapist. The minor child is required to attend.

b. Initiation Deadlines. Any services ordered herein will be initiated (including, without limitation, payment of all fees necessary to begin, scheduling of initial appointments, completion and delivery of all necessary paperwork and releases, etc.) within 30 days of the date of this agreement.

8. Mutual Restraining Orders.

a. Impairing Substances. The parties are restrained from consuming illegal drugs or non-prescribed drugs. The parties are restrained from consuming alcohol to intoxication when the minor child(ren) are in their care or within 24 hours prior to caring for the minor child(ren), and from allowing the minor child(ren) to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.

b. Disparaging. Both parties are restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the child. Both parties are restrained from discussing divorce issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child), or from questioning, interrogating, or otherwise "pumping" the child for

information regarding what occurs when the child are with the other parent and from allowing any other person to do so.

c. Supportiveness. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent.

d. Harassment. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

e. Forensic Interviewing. No one will be allowed to discuss with the child or otherwise receive, solicit, or encourage non-spontaneous disclosures regarding or any prior "bad acts" allegations (e.g., abuse/neglect) except law enforcement, a Guardian *ad Litem*, a professional supervising agency, a therapist for purposes of therapy (as opposed to forensic purposes), or a licensed, trained professional in the course of a forensic investigation or evaluation, a Special Master, or DCFS.

f. Physical Discipline. The parties will not use or threaten to use corporal punishment or physical discipline on the minor child.

g. Belittling. The parties shall not disparage, belittle or demean the minor child. Healthy correction and appropriate discipline will not be considered demeaning or disparaging to the child.

h. Relationships of Other Party. The parties shall not discuss with the parties' minor child the relationships of the other parent (e.g. relatives, boyfriends, girlfriends) in a negative manner.

i. Arguing/Domestic Violence. The parties shall not argue with each other or their romantic partners within the hearing or conscious presence of the parties' minor child. The parties will not physically struggle with each other or any other person or commit any acts of domestic violence while in the sight or hearing of the child.

j. Contact with Others. Neither party will allow the child to have any unsupervised contact with the following persons: Linnae Farley

k. Third Party Violations. Both parties are mutually restrained from allowing third parties to do in front of the child what they themselves are prohibited from doing under this section, and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations, removing the child(ren) from the presence of third party violators, if necessary.

9. Child Support. Father's income is \$4709 gross per month. Mother Respondent's income is \$3813 gross per month. Father shall pay child support to Mother in the amount of \$59 per month, beginning May 1, 2026. The child support is payable one-half on the 5th day of each month and one-half on the 20th day of each month. Father may deduct \$37.50 from child support for the child's phone.

a. Income Withholding. Mother shall be entitled to withholding income as a means of collecting child support, pursuant to §81-9-305 and §62A-11-401, et seq., Utah Code Annotated, as amended. Father should pay the processing fees.

b. Reduction When Child Becomes 18. In accordance with Utah Code, §78B-12-219, when a child becomes 18 years of age or has graduated from high

school during the child's normal and expected year of graduation, or any of the other reasons for adjustment under the code, whichever occurs later, the base child support award should be automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support. The award should not be reduced by a per-child amount derived from the base child support award originally ordered.

10. Medical Expenses. The parties shall maintain or obtain medical and dental insurance when such is available through employment or at a reasonable cost. Currently, The parties shall work together to decide which party can most reasonably afford sufficient insurance. If the parties cannot agree, both parties shall obtain health insurance for the child. Utah Code §78B-12-212 shall apply and order the equal division of any out-of-pocket amount incurred for the medical expenses of the minor child not covered by a policy of insurance, including any applicable co-payments, premiums, and deductibles. A parent who incurs such medical expenses for the minor children, 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 day. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party maybe denied the right to reimbursement for such expenses. 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 Mother's shall be primary, and the coverage of Father will be secondary. 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.

11. Alimony. Neither party will receive alimony, either now or in the future.

12. Real Property. The parties have not acquired any real property during the course of the marriage.

13. Financial Accounts. The parties have acquired financial accounts during the course of the marriage. Each party will be awarded his/her financial accounts, including retirement accounts.

14. Personal Property. The parties have acquired personal property during the course of the marriage. The parties will be awarded the personal property now in his/her possession.

15. Debts. The parties have acquired debt during the course of the marriage.

16. Each party shall pay their own student loans and the debt in his/her separate names.

17. Father shall refinance the snow mobile loan within one year to get Mother's name off the loan. He will indemnify and hold her harmless on the debt. He will keep the debt current and, if he misses a payment, he will list it for sale within 14 days and sell it within 60 days. He will pay any deficiency.

18. The parties have acquired at least the following debts, each of which the parties shall assume responsibility for the debt as noted:

a. Bonneville Collections: \$23,000 (medical / IVF) – Mother
Snow Mobile: \$10,000 - Father
VW Tiguan: \$16,000 (car) - Mother
RC Willey: \$1,500 (son's bed) - Father
Furnace HVAC: \$8,000 - Father
Signature Loan: \$5,000 - Father
Federal Taxes: \$5,000 - Father

b. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party. They will reimburse the other party within 30 days of any payment made by the other party. On the IRS debt, if the IRS seeks payment from Mother, Father will pay the IRS within 30 days (if Mother hasn't already paid it).

c. Each party is responsible for his or her own debts acquired since the date of separation.

d. The parties understand that for joint debts upon the entering of 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. The parties shall notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

19. Retirement. The parties have acquired retirement during the course of the marriage. The parties are awarded their own retirement accounts.

20. Tax Credits. Mother is entitled to claim the child for tax purposes each year.

21. Tax Liability. Father has not filed taxes for three or more years. If any tax liability exists, Father is responsible for the same.

22. Maiden Name. Mother may resume using her maiden name of Ray, if she so desires.
23. Dispute Resolution. The parties shall return to mediation prior to filing a Petition to Modify the final orders of the Court.
24. Execution of Documents. Each party will execute and deliver to the other such documents as are necessary to implement the provisions of this agreement.
25. Dispute Resolution. The parties shall return to mediation prior to filing a Petition to Modify the final orders of the Court.
26. Attorney's Fees and Costs. Each party will pay their own attorney costs.
27. Execution of Documents. Each party will execute and deliver to the other such documents as are necessary to implement the provisions of this agreement.
28. Waiver of Claims. The parties waive any claims they have against the other not set forth herein up to the date of this agreement.

****SEE COURT SIGNATURE STAMP AT THE TOP OF THE FIRST PAGE****

Ryan Peterson: In accordance with the Utah Rules of Civil Procedure Rule 7(j) you may approve of this proposed order by signing below and returning this document to me OR you may object to the form of the proposed order by filing an objection within 7 days after the order is served upon you. If you do not object within the 7-day deadline Rule 7(j) allows me to submit the proposed order to the Court for signature without your approval.

Approved as to Form:

/s/ Ryan Peterson

Ryan Peterson, Attorney for Petitioner Signed by Brock Wamsley with Permission of Ryan Peterson via email on 05/29/26.

