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

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
KIRK HATHAWAY, Petitioner, and ALYSSA HATHAWAY, Respondent.	Case No. 264400296 Judge: Shawn R. Howell Commissioner: Marian Ito

The above-captioned matter came on regularly for consideration by the court without hearing. Pursuant to the *Amended 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:

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 have 2 minor children born as issue of their marriage:

<u>Child's Initials</u>	<u>Birth Month and Year</u>
A.M.H.	January 2016
E.J.H.	January 2017

Provisions Relating to Minor Children

3. Utah is the home state of the Parties' minor children, pursuant to Utah Code 78B-13-102(7), and Utah has jurisdiction to make an initial custody determination under Utah Code 78B-13-201(1), in that the children have lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

4. Neither party is receiving any public assistance for the benefit of the dependent children.

5. Pursuant to Utah Rule of Civil Procedure 100(a), the Parties state, upon information and belief, that there are no proceedings for custody, child support or parent-time, a protective order or a criminal or delinquency case in regard to the above-named minor children filed or pending in the Juvenile Court of this or any other state.

6. **Legal Custody:** The Parties shall share joint legal custody under the terms of the parenting plan herein.

7. **Child Custody:** The Parties shall share joint physical custody of the children.

8. **Regular Parent-Time:** Parent-time shall be as the parties agree. If the Parties do not agree, then parent-time shall be shared on a 50/50 basis. Regular parent-time shall be on a rotated on a 2-2-5-5 basis, with Alyssa having overnights on Monday and Tuesday nights, Kirk having overnights on Wednesday and Thursday nights and the Parties alternating weekends through Monday morning. This two-week rotating schedule is represented visually as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Wk1	Alyssa	Alyssa	Kirk	Kirk	Alyssa	Alyssa	Alyssa
Wk2	Alyssa	Alyssa	Kirk	Kirk	Kirk	Kirk	Kirk

9. Holiday Parent-Time: Holiday parent-time shall be as the Parties are able to agree. If the Parties are unable to agree, parent-time shall be pursuant to U.C.A. 81-9-303 with Alyssa being designated as the custodial parent solely for purposes of calculating the holiday parent-time schedule.

10. Extended Parent-Time: Extended parent-time shall be as the Parties are able to agree. If the Parties are unable to agree, each party is awarded two weeks of uninterrupted parent-time during the summer months when school is not in session. Unless the Parties agree otherwise, these two weeks shall be exercised consecutively. In the event of a conflict, the Parties shall alternate who has first choice of extended parent-time with the parent making the earlier election being awarded first choice. In even numbered years, Alyssa shall make her election of extended parent-time dates no later than April 1st and Kirk shall make his election of dates no later than April 15th. In all odd numbered years, Kirk shall make his election of extended parent-time dates no later than April 1st and Alyssa shall make her election of dates no later than April 15th.

11. Precedence of Parent-Time: If a conflict arises in the parent-time schedule the order of precedence is:

- a) the holiday schedule for Mother's Day or Father's Day;
- b) the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;

- c) the holiday schedule for any holiday that is not Father's Day, Mother's Day; or the child's birthday;
- d) extended parent-time; and
- e) the regular parent-time schedule.

12. Transportation: Wherever possible, parent-time exchanges shall occur through the children's school/daycare, wherein the parent ending their parent-time timely drops the children off at school/daycare and the parent beginning their parent-time picks the children up from school/daycare. In all other instances, the parent beginning his or her parent-time shall be responsible for transportation. Unless otherwise dictated by the holiday statute, when school is not in session, exchanges shall be at 9 am.

13. Virtual Parent-Time: Both parents shall allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

14. Right of First Refusal: Parental care is presumed to be better for the children than surrogate care. Therefore, if either party is available when the other parent is not available to personally care for the child during their parent-time and overnight, the other parent shall have the first option to provide care for the children. A parent exercising the right of first refusal is responsible for all associated transportation.

15. Address and Phone Number: Each party shall keep the other party informed of his or her address and telephone number at all times.

16. Child Support: Kirk is employed by Swire Coca-Cola and his gross monthly income is \$4,303.00. Alyssa is employed by Arby's and her gross monthly income shall be imputed to

\$3,640.00 based on her historical earnings. The joint custody worksheet is used to calculate child support with Alyssa having 183 overnights and Kirk having 182 overnights. Kirk is ordered to pay child support to Alyssa for the parties' children in the amount of \$74.00 per month in accordance with Utah Code 81-6-203 beginning October 1, 2025.

- a. The child support shall be paid until (1) the minor child reaches the age of majority or graduate High School in the expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 78A-6-801 et seq. This child support may be submitted to and administered by the Office of Recovery Services (ORS).
- b. The person entitled to receive child support is entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All administrative fees and costs of income withholding assessed by the Office of Recovery Services should be paid by Alyssa.
- c. Child support shall be paid in two increments each month, half on the 5th and half on the 20th of each month.

17. Medical Insurance Coverage: The party with the best coverage is ordered to maintain in force any and all health insurance for the minor children, when it is available at a reasonable cost and the insurance coverage is accessible to the children. If at any time the children are covered by the insurance plans of both parents, Kirk's plan shall be designated the primary coverage and Alyssa's plan shall be secondary coverage for the children. If a parent remarries and his or her dependent child is not covered by that parent's insurance, but is covered by the stepparent's plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent and should retain the same designation and primary or secondary insurance. The party who carries the insurance on the children should provide proper verification of health, optical, hospital, dental and other medical insurance coverage to the other party on or before January 2nd of each calendar year. Furthermore, each party shall notify the other of any change of insurance carrier, premium, or benefits within thirty (30) days of the date he/she first knew or should have known of the change.

18. Medical Insurance Premiums: Both Parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the results by the number of minor children of the Parties. Pursuant to U.C.A. 81-6-208, a parent who provides insurance may receive credit against the child support or recover the other parent's portion of the premium.

19. Out-of-Pocket Medical Expenses: Each party shall pay half of all reasonable and necessary health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses of the Parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, therapeutic, orthodontic, optical, hospital, dental and other medical insurance coverage and all reasonable and necessary uninsured health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent. Either parent who incurs these out-of-pocket medical expenses for the parties' minor children shall provide written verification of the costs and payment of such expenses to the other parent within thirty (30) days of payment, and the other parent shall reimburse them within 30 days of receiving verification. Under U.C.A. 81-6-208(8), in addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

20. Childcare: Each party shall be individually and separately responsible for the childcare costs he or she incurs.

21. Claiming the Children on Taxes: The Parties shall share the tax deductions and credits related to the minor children. So long two children may be claimed, Alyssa may claim the older child and Kirk may claim the younger child. When only one child may be claimed, the Parties shall alternate who may claim the remaining child with Kirk claiming the child in even numbered tax years and Alyssa claiming the child in odd numbered tax years.

22. Extra-curricular Activities: The Parties shall discuss which extra-curricular activities the children should participate in. The Parties shall support the children in these extra-curricular activities, financially and otherwise sharing the cost equally, whenever they have agreed on a children's involvement in any activity in writing. A parent who enrolls a child in an activity without discussing it with the other parent (and obtaining their agreement in writing) is solely responsible for the associated costs. A parent shall provide receipts for payment of extra-curricular expenses or school fees to the other parent within 30 days of incurring or paying the expense. The other parent shall reimburse within 30 days of receiving the proof from the paying parent.

23. As child support is calculated using the joint custody worksheet, it is expected that both parents shall provide clothing and necessities for the children in their respective homes. A parent is responsible for providing a child with a school lunch or lunch money on the days they deliver the child to school. The Parties shall equally share any mandatory school fees including, but not limited to, registration fees, lab fees, mandatory supplies, bus fees, etc.

PARENTING PLAN PROVISIONS FOR JOINT LEGAL CUSTODY

24. Mutual Restraining Order: The Parties are restrained from disparaging the other party to or in the presence of the children and are to instruct third-parties to also be so restrained. Both Parties are restrained from disparaging the religion and the religious practices of the other party or of the other Parties' family. Both Parties are restrained from discussing the legal action or divorce finances with or in the presence of the children and are to instruct third-parties to also be

so restrained. The Parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

25. Medical Information: Both Parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission.

26. Educational Information: Both Parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission.

27. Each party shall be listed as a parent for the purposes of school contact or medical care provider contact.

28. Notice of Activities: Both Parties shall have the right to be notified by the other party of major events in the children's lives that they otherwise would not be aware of, so that they can have enough advance notice to attend.

29. Communication: Each party shall communicate directly with the other and not through third persons. The children shall never be used as messengers. Communication shall be respectful and at no time should it be sarcastic or derogatory. Communication shall be limited to matters involving the minor children such as their health, activities, and well-being. In the event of a child's medical emergency, each party shall promptly notify the other.

30. Out of State Travel: Any parent intending to take a child out of state shall provide a brief itinerary to the other parent including a telephone number for emergency communication as stated in Utah Code 81-9-202(19).

31. Relocation: The Parties shall follow the provisions of Utah Code 81-9-209.

32. Decision making: It is anticipated that parental decisions shall be required for major decisions in raising their children, including, but not limited to, medical, dental, psychological treatment/counseling, education, and religious ordinances. When these issues arise, the parents shall discuss the issues. Each parent shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the Parties shall seek input from the treating physicians or educators. Both parents shall be provided with such input.

33. If the Parties cannot agree after making a good faith effort to come to an agreed-upon decision, Kirk shall have “presumptive decision-making authority.” This level of authority shall allow him the right to make a preliminary decision that he shall then communicate to Alyssa. If Alyssa believes that the decision is contrary to the best interests of the child, Alyssa shall have the right to seek review thereof through the court. The parent opposing the decision shall have the burden to demonstrate that the decision is contrary to the child’s best interests. It should not be sufficient to demonstrate that an alternative decision may also have been in the best interest of the children.

34. Schools: The children will attend schools based on Kirk’s address.

35. Emergency Medical Decisions: The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent shall notify the other parent of the emergency immediately.

36. Day-to-Day Decisions: Whichever parent has the children in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

37. Implementation of Treatment: Each of the parties shall facilitate, help and promote the taking of medication or other regimens of therapy for the children as prescribed by a doctor.

38. Mediation before Litigation: If the Parties have a dispute concerning an issue addressed in the provisions of the Decree or this Parenting Plan, they shall seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree. If the Parties are unable to attend mediation within a reasonable timeframe after the issue arises, despite making a good faith effort to do so, they may bring the issue before the court.

39. Tattooing, Body Piercing, and Permanent Cosmetics: With the exception of a single earlobe piercing in each ear, at an appropriate age, neither parent shall or allow others to permanently change the appearance of the body of the children, including but not limited to body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

40. Corporal Punishment: The parties shall refrain from using corporal punishment with the minor children, and shall keep third parties from doing so.

END OF PARENTING PLAN PROVISIONS

Provisions Relating to Debts and Obligations

41. The Parties are responsible for any debts in their own names, and shall indemnify and hold harmless the other party therefrom.

Provisions Relating to Personal Property

42. **Vehicles:** Kirk is awarded the 2009 Ford F150 and the 2024 Kawasaki KLR650, for which there is no debt. Alyssa is awarded the 2017 Chevy Equinox, for which there is no debt.

43. **Personal Property:** During the course of the marriage relationship, the Parties acquired certain items of personal property which shall be divided as indicated below.

<i>Property</i>	<i>Awarded To</i>
All Marine Corp items	Kirk
All camping gear, except Alyssa's tent and sleeping bag	Kirk
Tent and sleeping bag (Alyssa's)	Alyssa
Xbox, iPad, laptop, computer monitor, TV (in basement)	Kirk
All electronics in master bedroom and living	Alyssa
Dishware and kitchenware	Alyssa
Mountain bikes (black)	Kirk
Mountain bikes (other)	Alyssa
3 pistols and 3 rifles	Kirk
Purple 9mm pistol	Alyssa
All other items in basement	Kirk

44. Any personal property not specifically allocated above shall be divided equitably.

45. **Accounts:** Each party is awarded as separate property any and all accounts in their own names, free and clear of any claim by the other party.

46. **Personal Belongings:** Each party is awarded their own personal belongings such as clothing and toiletries.

47. **Businesses:** During the course of the marriage, the Parties have not acquired an interest in any business entities.

Provisions Relating to Retirement Accounts

48. Retirement Accounts: Each party is awarded any retirement accounts in their own names, free and clear of any claim by the other party.

Provisions Relating to Real Property

49. Real Property: During the marriage, the Parties have not acquired an interest in real property.

50. It is reasonable and necessary that Kirk shall be ordered to vacate the residence, and for Alyssa to reside and assume any and all responsibility under the terms of the existing lease on the parties' rental and shall indemnify and hold Kirk harmless therefrom. In addition, within thirty (30) days of entry of the Decree of Divorce, Alyssa shall sign a new lease with the landlord for the property, such that Kirk is no longer on the rental agreement, or vacate the property and find alternative housing for which she is solely responsible.

Miscellaneous Provisions

51. Alimony: Both parties to this action are able-bodied and employed, and neither party is awarded any alimony from the other.

52. Phone: Within fifteen (15) days of the entry of the Decree of Divorce, or sooner, Alyssa shall arrange for her own phone plan in her own name.

53. Restoration of Maiden Name: Alyssa's name is restored to Alyssa Reyes, if she so chooses.

54. Attorney's Fees: Each party is responsible for his or her own attorney's fees.

55. Delivery of Documents: Each party is 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.

[END OF COURT ORDER. SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Alyssa Hathaway

Alyssa Hathaway

Respondent, Pro Se

*Electronically signed with permission given on May 13, 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 Kirk'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 12th day May 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Alyssa Hathaway

aly.mae.marie@gmail.com

lissiemaehathaway@gmail.com

Respondent, Pro Se

/s/ Jaysha Thompson

Jaysha Thompson

Paralegal for Stephen Surman