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

In the Matter of the marriage of: KAYLEE RAQUEL MOODY, Petitioner and MCCOY BRYCE MOODY, Respondent.	DECREE OF DIVORCE Civil No.: 264700044 Judge: Hon. Shawn R. Howell
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This matter came before the Court upon Kaylee Raquel Moody's ("Petitioner") Petition for Divorce from McCoy Bryce Moody ("Respondent"). Respondent is currently incarcerated in federal custody. The parties' Stipulation, Acceptance of Service, Appearance, Waiver of Further Service, Consent to Entry of Decree, and Marital Settlement Agreement was executed by Petitioner and, on Respondent's behalf, by Respondent's duly appointed attorney-in-fact, Bryce Moody, under a notarized General Durable Power of Attorney dated October 7, 2025. The Court has reviewed the file, has reviewed the parties' Stipulation, and has entered Findings of Fact and

Conclusions of Law. The Court finds the parties' agreement is fair, just, and reasonable, and now enters this Decree.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. **Dissolution of Marriage.** Kaylee Raquel Moody is hereby granted a Decree of Divorce from Mccoy Bryce Moody on the grounds of irreconcilable differences pursuant to Utah Code § 81-4-405(1)(h), dissolving all bonds of matrimony heretofore existing between the parties. The Decree of Divorce will become absolute when signed by the Court and entered by the clerk in the Register of Actions.
2. **Minor Children.**
 - a. The parties are the parents of two (2) minor children of the marriage:

HDM, born July 25, 2021; and

SBM, born April 4, 2025.
 - b. The parties and the minor children reside in Millard County, Utah. The minor children have resided in Millard County, Utah, for at least six (6) months, and Utah is the home state of the minor children for purposes of the Uniform Child Custody Jurisdiction and Enforcement Act.
 - c. Neither party knows of any person, not a party to this proceeding, who has physical custody of the parties' minor children or who claims to have custody or parent-time rights with respect to the minor children.

3. **Custody.** Petitioner is awarded sole legal custody and sole physical custody of the parties' minor children. Petitioner shall have exclusive decision-making authority regarding all major issues affecting the children, including without limitation educational decisions, medical care, dental care, mental health care, counseling and therapy, daycare and childcare, extracurricular activities, religious upbringing, travel, passports, place of residence, and execution of releases or authorizations for the children's records and services. Respondent shall timely execute any document reasonably necessary to effectuate Petitioner's sole legal custody rights if requested by Petitioner or required by a third party. If Respondent is unavailable or fails to do so, Petitioner may present this Decree of Divorce as evidence of Petitioner's sole authority.
4. **Parent-Time.** Respondent is currently incarcerated in federal custody and is anticipated to remain incarcerated for a substantial period of time. No regular or minimum statutory parent-time schedule is ordered at this time. Any contact between Respondent and the minor children shall occur only if and when Petitioner, in Petitioner's sole discretion, determines that such contact is appropriate and in the children's best interests. Any permitted contact may be by letter, card, telephone, video, or in-person visit, under such conditions as Petitioner determines are appropriate. Nothing in this Decree prevents the parties from later entering a written agreement modifying contact or parent-time, or from either party seeking modification by further order of the Court if a material and substantial change in circumstances occurs.
5. **Child Support.**

- a. There is an open Office of Recovery Services (“ORS”) case, ORS Case No. C001825851. The Decree of Divorce restates and adopts the substance of the existing ORS child support order, and any future ORS action shall remain consistent with this Decree and applicable law.
- b. While Respondent remains incarcerated, Respondent’s share of the child support obligation shall be \$30.00 per month and Petitioner’s share shall be \$138.00 per month for the parties’ two minor children, commencing September 2025. A parent without physical custody shall pay that parent’s share of the support obligation. If physical custody of the children changes, the parent without physical custody shall pay that parent’s share of support without the need to modify this Decree.
- c. Effective on the first day of the month following six (6) months after Respondent’s release from incarceration, Respondent’s share of the child support obligation shall automatically adjust to \$138.00 per month and Petitioner’s share shall automatically adjust to \$138.00 per month, with no further notice required, and subject to the same rule that a parent without physical custody shall pay that parent’s share.
- d. Installments of child support shall become judgments when due. The child support order shall remain valid and enforceable unless and until modified according to law.
- e. Respondent’s income shall be subject to immediate income withholding as required by law, unless otherwise ordered by the Court or ORS as allowed by law.

- f. Each party shall notify ORS within ten (10) days of any change of residence or employment, as required by law.

6. Medical and Dental Insurance and Expenses.

- a. In accordance with Utah Code § 78B-12-212, insurance for the medical and dental expenses of the minor children shall be provided by the party who can obtain the best coverage, if available at a reasonable cost.
- b. Each parent shall share equally the out-of-pocket cost of the children's portion of the premium actually paid. The children's portion of the premium is a per capita share of the premium actually paid, calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in this case.
- c. Each party shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescription, deductible, and co-payment expenses incurred for the dependent children and actually paid by the parties.
- d. The party ordered to maintain insurance shall provide verification of coverage to the other party upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The party shall notify the other party of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date he or she first knew or should have known of the change.

- e. The party who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other party within thirty (30) days of payment. The other party shall remit payment within thirty (30) days after receipt of the verification. If neither party is able to secure insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as provided herein.

7. **Child Care Expenses.**

- a. The parties shall share equally the cost of all reasonable work-related child care expenses for the minor children in accordance with Utah Code § 78B-12-214.
- b. The non-custodial parent shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense, less any amounts previously paid.
- c. The party who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of a provider and, thereafter, upon request of the other party. The party shall notify the other party of any change of child care provider or the monthly expense of child care within thirty (30) calendar days after the date of the change. A party incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring the expenses fails to comply with these provisions.

8. **Tax Exemptions and Deductions.** Petitioner is awarded the right to claim both minor children for all available state and federal income tax dependency exemptions, child tax credits, and related tax benefits for every tax year in which the children are eligible, unless a later written agreement of the parties or later court order provides otherwise. Respondent shall timely execute any IRS or tax-related documents reasonably necessary to effectuate this provision, including any IRS Form 8332 or comparable state form.

9. **Property Division.**

- a. Respondent is awarded the 2014 Dodge Ram 3500, free and clear of any claim of Petitioner. Respondent shall promptly sign any title, registration, power of attorney, release, or other transfer documents reasonably necessary to place title, registration, and possession of the 2014 Dodge Ram 3500 in Respondent's name.
- b. Petitioner is awarded the 2022 Mitsubishi Outlander SEL currently in Petitioner's possession and presently titled in both parties' names, together with responsibility for the loan or lien associated with that vehicle, if any. Respondent shall sign any documents reasonably necessary to transfer or confirm title to that vehicle when permitted by the lender and/or the Utah Division of Motor Vehicles.
- c. The parties shall equally divide Respondent's 401(k) account as of the date of divorce, together with any gains, losses, increases, or decreases attributable to each party's awarded share until distribution. The division shall be effectuated by a Qualified Domestic Relations Order to be entered separately. Respondent shall cooperate in signing documents and taking any other actions reasonably necessary

to prepare, submit, obtain approval of, and implement the Qualified Domestic Relations Order.

- d. Except as otherwise expressly awarded to Respondent in this Decree, Petitioner is awarded all other household goods, furniture, furnishings, electronics, clothing, personal effects in Petitioner's possession, bank accounts, cash, deposits, tax refunds, and any other personal property or assets currently in Petitioner's possession or control.
- e. Each party is awarded all standard savings and checking accounts held solely in that party's name. The parties maintain no jointly held banking accounts.

10. **Debts.**

- a. Except as otherwise specifically provided in this Decree, each party shall be solely responsible for debts in that party's own name and for any debt attached to property awarded to that party, and each party shall indemnify and hold the other harmless from the same.
- b. Respondent shall be solely responsible for any debt solely in Respondent's name, and Respondent shall indemnify and hold Petitioner harmless from the same.
- c. Each party shall notify creditors and obligees of the Court's allocation of debts and of the parties' separate current addresses as required by Utah Code § 15-4-6.5.

11. **2025 Joint Income Tax Refund.** The parties shall file a joint federal and, if applicable, joint state income tax return for tax year 2025. Any refund resulting from the parties' 2025 joint tax filings, after payment of any tax preparation fees, filing costs, offsets, or

other amounts lawfully withheld, shall be the sole property of Petitioner. Respondent shall take all actions reasonably necessary to ensure that the full refund is delivered to Petitioner within five (5) business days after receipt of the funds. If Respondent's parents or any other third party receive, possess, or control any portion of the refund, Respondent shall immediately direct and cause such funds to be turned over to Petitioner. Respondent shall execute any tax forms, authorizations, endorsements, or other documents reasonably necessary to effectuate this provision. If any portion of the refund is retained, diverted, spent, or not timely delivered to Petitioner, the amount not delivered shall constitute a debt owed by Respondent to Petitioner and shall be enforceable as part of this Decree.

12. **Alimony.** Neither party shall pay alimony to the other, now or in the future.
13. **Notice to Creditors.** Pursuant to Utah Code §§ 15-4-6.5, 70C-7-107, and any other applicable provisions, each party is ordered to notify their respective creditors or obligees of this divorce and of the Court's division of debts, obligations, or liabilities, and to provide their respective creditors or obligees with their separate and current addresses.
14. **Attorney's Fees and Costs.** Each party shall pay his or her own attorney fees and court costs incurred in this matter.
15. **Petitioner's Name.** Petitioner shall retain the use of her present legal name.
16. **Divorce Education and Orientation Course Requirements.** Upon the parties' Joint Motion, the Court has entered a separate Order waiving the divorce orientation and parenting course requirements as to Respondent in light of Respondent's incarceration.

Petitioner shall complete the required courses prior to entry of this Decree if she has not already done so.

17. **Dispute Resolution.** If a dispute arises between the parties regarding interpretation or enforcement of this Decree, the parties shall return to mediation prior to filing any action in court other than an enforcement action.
18. **Cooperation and Further Documents.** Each party shall execute, acknowledge, and deliver to the other any and all instruments and assurances reasonably necessary or convenient to give full force and effect to this Decree, including but not limited to vehicle title transfers, QDRO-related documents, tax forms, and creditor notices.

----- END OF ORDER -----

[This Order is effective when digitally dated and signed on top of page one.]

APPROVED AS TO FORM:

/s/ Mccoy Bryce Moody

Mccoy Bryce Moody

Respondent, pro se

Original on file at the offices of Anderson Law Center, P.C.

