

Dayna Irene Dymock
Name
424 Firestone Dr
Address
Santaquin, Utah 84655
City, State, Zip
801-680-2296
Phone
daynaig@hotmail.com
Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Dayna Irene Dymock

(name of Petitioner)

and

Daniel Parker Dymock

(name of Respondent)

Divorce Decree

264401967

Case Number

Anthony Howell

Judge

Dustin Hardy

Commissioner (domestic cases)

The court decrees:

Divorce

1. Dayna Irene Dymock is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Dayna Irene Dymock. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Dayna Irene Dymock** and **Daniel Parker Dymock** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **BMD**

Date of Birth: **Jul 4, 2009**

b.

Child Name: **GRD**

Date of Birth: **Apr 20, 2012**

c.

Child Name: **AID**

Date of Birth: **Oct 12, 2015**

d.

Child Name: **MPD**

Date of Birth: **Oct 9, 2017**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **BMD**

Date of Birth: **Jul 4, 2009**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Nov 4, 2017**

Address: **424 Firestone Dr , Santaquin, Utah 84655 United States**

(1).

Caretaker at this address: **Dayna Irene Dymock**

Caretaker current address: **424 Firestone Dr , Santaquin, Utah 84655**

United States

(2).

Caretaker at this address: **Daniel Parker Dymock**

Caretaker current address: **5787 W Ophelia Ln, Herriman, Utah 84065**
United States

b.

Child Name: **GRD**

Date of Birth: **Apr 20, 2012**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Nov 4, 2017**

Address: **424 Firestone Dr , Santaquin, Utah 84655 United States**

(1).

Caretaker at this address: **Dayna Irene Dymock**

Caretaker current address: **424 Firestone Dr , Santaquin, Utah 84655**

United States

(2).

Caretaker at this address: **Daniel Parker Dymock**

Caretaker current address: **5787 W Ophelia Ln, Herriman, Utah 84065**

United States

c.

Child Name: **AID**

Date of Birth: **Oct 12, 2015**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Nov 4, 2017**

Address: **424 Firestone Dr , Santaquin, Utah 84655 United States**

(1).

Caretaker at this address: **Dayna Irene Dymock**

Caretaker current address: **424 Firestone Dr , Santaquin, Utah 84655**

United States

(2).

Caretaker at this address: **Daniel Parker Dymock**

Caretaker current address: **5787 W Ophelia Ln, Herriman, Utah 84065**

United States

d.

Child Name: **MPD**

Date of Birth: **Oct 9, 2017**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Nov 4, 2017**

Address: **424 Firestone Dr , Santaquin, Utah 84655 United States**

(1).

Caretaker at this address: **Dayna Irene Dymock**

Caretaker current address: **424 Firestone Dr , Santaquin, Utah 84655**

United States

(2).

Caretaker at this address: **Daniel Parker Dymock**

Caretaker current address: **5787 W Ophelia Ln, Herriman, Utah 84065**

United States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Dayna Irene Dymock** and **Daniel Parker Dymock**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Dayna Irene Dymock** and **Daniel Parker Dymock** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Dayna Irene Dymock** and **Daniel Parker Dymock**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Dayna Irene Dymock** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Dayna Irene Dymock**'s home **183** overnights each year and in **Daniel Parker Dymock**'s home **182** overnights each year.

- a. For child support purposes, and pursuant to Utah Code Ann. § 81-6-206 (7), Dayna shall be credited with 183 overnights per year and Parker shall be credited with 182 overnights per year. Notwithstanding the foregoing, neither

parent shall be deemed to have greater physical custody than the other, nor shall either parent possess greater custodial rights, authority, or decision-making power by virtue of the overnight allocation.

9. The parents will follow a custom parent-time schedule:

a. Physical Custody and Parent-Time

I. Joint Physical Custody

The Parties are awarded joint physical custody of the minor children and agree to work cooperatively to establish a 50/50 parent time schedule which maximizes quality time with each parent while prioritizing the best interests of the children.

II. Parent-Time Schedule

The Parties have established a parent-time schedule through June 20, 2026, and shall continue to follow that schedule.

Effective June 21, 2026, the Parties shall transition to an equal parent-time schedule consistent with Utah Code Ann. § 81-9-305, except as modified below:

- a. Dayna shall exercise parent-time each Monday and Tuesday, including the overnights on Monday and Tuesday. Dayna's weekday parent-time shall conclude on Wednesday morning.
- b. Parker shall exercise parent-time each Wednesday and Thursday, including the overnights on Wednesday and Thursday. Parker's weekday parent-time shall conclude on Friday morning.
- c. The Parties shall alternate weekends, with Parker exercising the first weekend under this schedule (June 26–28, 2026).

Except as otherwise provided herein regarding GRD, this schedule shall apply to all of the minor children.

III. GRD's Transition Schedule with Parker

The Parties acknowledge that GRD's relationship with Parker requires additional care and attention. Accordingly, the following transition schedule shall apply

specifically to GRD's gradual transition into regular parent-time with Parker and is intended to foster trust, strengthen their relationship, and support her eventual participation in the same parent-time schedule exercised by the other children.

Week 1: Two FaceTime calls.

Week 2: Three FaceTime calls.

Week 3: Four FaceTime calls and one dinner visit with Parker.

Weeks 4 and 5: Four FaceTime calls and one overnight visit each week.

Weeks 6 and 7: Two FaceTime calls and two overnight visits each week.

Week 8: Transition to the same parent-time schedule exercised by the other children.

This 8-week transition schedule shall not begin until after Parker has attended one meeting with GRD's current mental health provider.

To support the success of GRD's transition and relationship with Parker, Parker shall participate in bi-weekly counseling with a mental health professional beginning upon commencement of the transition schedule and continuing for at least three (3) months after GRD has transitioned to the regular parent-time schedule.

The Parties anticipate that GRD will ultimately participate in the same parent-time schedule as the other children. However, they agree to remain flexible and responsive to her needs throughout the transition process.

The Parties further acknowledge that although Wednesdays shall remain Parker's designated parent-time day, GRD may occasionally benefit from spending additional time with Dayna. The Parties shall work cooperatively to accommodate such circumstances when appropriate. Any such accommodations shall be the exception rather than the rule and shall not be permitted to undermine the parent-time schedule or either parent's relationship with GRD.

Both parents shall actively support and encourage GRD's relationship with the other parent and shall communicate to GRD a clear and consistent expectation that she attend, participate in, and comply with the parent-time schedule. The Parties acknowledge that the responsibility for implementing and supporting the parent-time schedule rests with the parents, not with GRD. While GRD's thoughts, feelings, and experiences may be appropriately considered and addressed, neither parent shall permit GRD to determine whether parent-time will occur or otherwise treat parent-time as optional absent circumstances warranting a temporary deviation.

Neither parent shall, through words, actions, omissions, or acquiescence, create the impression that parent-time is optional or that noncompliance with the parent-time schedule is acceptable. Neither parent shall communicate, directly or indirectly, that

the other parent approves of GRD's refusal to participate in the parent-time schedule.

At the same time, the Parties acknowledge that GRD may experience difficult emotions during the transition process. Neither parent shall shame, criticize, guilt, or punish GRD for expressing her feelings or concerns regarding parent-time. Instead, both parents shall provide appropriate emotional support while continuing to encourage, support, and expect her participation in the parent-time schedule.

IV. Housing and Living Arrangements

The Parties acknowledge that Parker's current residence in Herriman is temporary and that the parent-time arrangement set forth herein was reached with that understanding. Parker has accepted employment that will allow him to relocate closer to the children and represented during mediation that he intends to secure a residence better suited to accommodate both himself and the children in the reasonably near future. The Parties further acknowledge that this representation was a material factor in reaching the parent-time arrangement set forth herein.

Upon relocating from his current residence, Parker shall obtain housing that provides appropriate accommodations for himself and the children, including adequate living space, appropriate sleeping arrangements and bedding, and no fewer than three bedrooms so the children are not required to share sleeping quarters with a parent.

Each parent shall provide the children with reasonable necessities during periods of parent-time, including food, clothing, toiletries, towels, linens, hair care items, and other customary household necessities.

V. Health and Allergy Considerations

The Parties acknowledge that their son has experienced asthma and eczema symptoms associated with animal-related allergies while at Parker's current residence.

Parker shall make reasonable efforts to minimize exposure to known allergy triggers within his home. Such efforts shall include regularly laundering bedding, blankets, and similar items used by the children before and between visits, as reasonably necessary.

Parker shall also maintain any prescribed medications reasonably necessary to address the child's condition during periods of parent-time, including inhalers, topical medications, and other treatments recommended or prescribed by the child's medical providers.

VI. Children's Activities and Commitments

The Parties recognize the importance of the children's continued participation in extracurricular, educational, social, and community activities. As a material component of the equal parent-time arrangement set forth herein, each parent agrees to ensure the children's attendance and participation in scheduled activities occurring during that parent's custodial time, including arranging transportation when necessary. This expectation shall apply notwithstanding Parker's current residence in Herriman and shall remain in effect following any future relocation.

The Parties shall cooperate in supporting the children's continued involvement in such activities and shall make reasonable efforts to ensure that distance, scheduling challenges, or transportation issues do not unnecessarily interfere with the children's participation.

The Parties further acknowledge that their oldest daughter currently teaches piano lessons on Saturdays and works as a nanny every other Friday. The Parties agree that these commitments are age-appropriate and beneficial and shall not be unnecessarily interrupted by the parent-time schedule. Each parent shall support her continued participation in these employment obligations and shall exercise parent-time in a manner that reasonably accommodates her work commitments.

The Parties further agree to support similar age-appropriate employment, educational, and developmental opportunities as the other children mature.

Additional provisions regarding extracurricular activities are set forth elsewhere in this document.

Parent-time for special occasions

10. The Parties agree to be flexible and work cooperatively to accommodate holidays and other special occasions. In the event the Parties are unable to reach an agreement regarding holiday parent-time, they shall follow the holiday schedule set forth in Utah Code Ann. § 81-9-304 applicable to equal parent-time arrangements, except as specifically modified herein. If questions arise regarding the interaction between holiday parent-time and the regular parent-time schedule, the Parties shall consult Utah Code Ann. § 81-9-304.

For purposes of applying the holiday schedule set forth in Utah Code Ann. § 81-9-304, Dayna shall be deemed the "custodial parent" and Parker shall be deemed the "noncustodial parent." This designation is made solely for purposes of interpreting and applying the statutory holiday schedule and shall not be construed as granting either parent greater physical custody, parent-time, decision-making authority, or custodial rights than the other.

Holiday	Period	Noncustodial Parent	Custodial Parent
Dr. Martin Luther King Jr. Day	Dr. Martin Luther King Jr. Day (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Martin Luther King Jr. Day.	Parker - Odd years	Dayna - Even years
Presidents' Day	President's Day (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on President's Day	Parker - Even years	Dayna - Odd years
Spring Break	Spring Break (1) Holiday begins at 5:30 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Parker - Odd years	Dayna - Even years
Memorial Day	Memorial Day (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Memorial Day	Parker - Even years	Dayna - Odd years
Mother's Day	Mother's Day (1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 7:30 p.m.	Parker -	Dayna - Every Year
Father's Day	Father's Day (1) Holiday begins at 5:30 p.m. on the day before Father's Day (2) Holiday ends on Father's Day at 7:30 p.m.	Parker - Every Year	Dayna -
Juneteenth National Freedom Day	Juneteenth National Freedom Day (1) Holiday begins at: (a) 5:30 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) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 7:30 p.m. on the day following Juneteenth National Freedom Day.	Parker - Even years	Dayna - Odd years
Independence Day	Independence Day (1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 7:30 p.m.	Parker - Odd years	Dayna - Even years
Pioneer Day	Pioneer Day (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 7:30 p.m.	Parker - Even years	Dayna - Odd years
Labor Day	Labor Day (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Labor Day.	Parker - Odd years	Dayna - Even years
Fall Break	Fall Break (1) Holiday begins at 5:30 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Parker - Odd years	Dayna - Even years
Halloween	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 3 p.m. if there is no school.	Parker - Even years	Dayna - Odd years

Holiday	Period	Noncustodial parent	Daniel Parker Dymock
	(2) Holiday ends at 7:30 p.m. on the same day the holiday begins.		
Thanksgiving	Thanksgiving (1) Holiday begins at 5:30 p.m. on the day that school dismisses for Thanksgiving. (2) Holiday ends at 7:30 p.m. on day before school resumes.	Parker - Even years	Dayna - Odd years
Winter Break (First Half)	Winter Break (First Half) If statute dictates that winter break is not shared equally, the parties agree to deviate from statute and share the winter break equally according to the number of overnights in the break. In the event of an odd number of overnights during the winter break: · Dayna shall receive the additional overnight the first time this occurs; · Parker shall receive the extra overnight the next occurrence; · all subsequent occurrences of an odd number of overnights shall be alternated between the parties, beginning with Dayna Holiday begins at 5:30 p.m. on the day that school dismisses for winter break.	Parker - Odd years	Dayna - Even years
Winter Break (Second Half)	Winter Break (Second Half) If statute dictates that winter break is not shared equally, the parties agree to deviate from statute and share the winter break equally according to the number of overnights in the break. In the event of an odd number of overnights during the winter break: · Dayna shall receive the additional overnight the first time this occurs; · Parker shall receive the extra overnight the next occurrence; · all subsequent occurrences of an odd number of overnights shall be alternated between the parties, beginning with Dayna. Holiday ends at 7:30 p.m. on the day before school resumes.	Parker - Even years	Dayna - Odd years
Day of Minor Child's Birthday	Day of Minor Child's Birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m.	Parker - Even years	Dayna - Odd years
Day Before or After Minor Child's Birthday	Day Before or After Minor Child's Birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m.	Parker - Odd years	Dayna - Even years

Summer Break Parent Time

Each parent shall be entitled to two (2) consecutive weeks of uninterrupted parent-time during the summer when school is not in session.

In Odd-Numbered Years: Parker shall have the first opportunity to designate his uninterrupted summer parent-time but must do so no later than May 1. Dayna may thereafter designate her uninterrupted summer parent-time at any time, provided she gives notice no later than thirty (30) days before the commencement of her designated period.

In Even-Numbered Years: Dayna shall have the first opportunity to designate her uninterrupted summer parent-time but must do so no later than May 1. Parker may thereafter

designate his uninterrupted summer parent-time at any time, provided he gives notice no later than thirty (30) days before the commencement of his designated period.

If a parent fails to timely designate uninterrupted summer parent-time, the other parent may proceed with scheduling summer activities and vacations without regard to the non-designating parent's uninterrupted parent-time.

The two-week uninterrupted summer parent-time period shall take precedence over the regular parent-time schedule and all holiday parent-time, except Mother's Day and Father's Day.

Parent-time transfers

11. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

I. School-Year Transportation

During the school year, exchanges shall generally occur through the children's school attendance. The parent whose parent-time includes the night before a school day shall be responsible for ensuring the children are timely transported to school. The parent scheduled to have the children after school shall be responsible for picking the children up from school.

II. Summer Transportation

Unless otherwise agreed to by the Parties in writing, exchanges during the summer months shall occur at 7:45 a.m. on Monday, Wednesday, and Friday mornings, as applicable under the parent-time schedule. During the summer months, the parent whose parent-time is beginning shall be responsible for picking up the children at the commencement of that parent's custodial period.

III. Church Transportation

As an exception to the foregoing transportation provisions, the Parties agree that the children shall continue attending their current ward in Santaquin. During Parker's parent-time weekends, Parker shall ensure the children arrive at church on time. The Parties acknowledge that BMD currently provides organ prelude music and, while she continues in that role, Parker shall ensure the children arrive at church at least thirty (30) minutes prior to the commencement of services. Following church services, Dayna shall be responsible for transporting the children from church and returning them to Parker within a reasonable time.

IV. Third-Party Transportation and Exchanges

If a parent is unable to personally transport the children, a third party may assist with the exchange. Any third party involved in transporting or exchanging the children shall conduct themselves in a civil and respectful manner. Neither parent nor any third party acting on a parent's behalf shall engage in conduct that places the children in the middle of parental conflict, disparages the other parent, or otherwise causes the children unnecessary discomfort or distress before, during, or after an exchange.

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. **Either parent may make emergency decisions** affecting the health or safety of the children. A parent who makes an emergency decision **must share the decision** with the other parent **as soon as reasonably possible**.

Joint decision-making. The parents will **share responsibility** for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the **Resolving Disputes** section below.

Education plan

13. The school the children will attend is based on a specific plan for where the children will attend school:

I. Joint Legal Custody and Access to Educational Information

Because the parties share joint legal custody of the minor children, both parents shall have equal rights to access all school records, communicate with school personnel, and be informed of all school-related matters. Both parents shall have the ability to visit the children at school and to check them out of school, subject to the applicable policies of the respective schools.

II. School Placement

The parties agree that it is in the children's best interests to remain enrolled in their current schools, which are based upon the location of the Marital Residence at 424 Firestone Dr., Santaquin, Utah, and which the parties anticipate will remain the children's primary school boundaries following the divorce. The parties shall cooperate in maintaining the children's enrollment in their current schools for so long as it remains practical and in the children's best interests.

In the event future circumstances, including the relocation of one or both parties, make continued attendance at the current schools impractical or impossible, the parties shall confer and attempt to reach an agreement regarding future school placement. If the parties are unable to reach an agreement, the issue shall be resolved pursuant to the dispute resolution procedures set forth in the Legal Custody and Dispute Resolution section of this document

III. Parental Responsibility and Cooperation

Each parent shall have an affirmative duty to remain informed of all academic expectations, deadlines, and requirements for each child, regardless of the child's school placement. Both parents shall reasonably facilitate the completion of assignments, attendance at classes, and participation in school activities, and shall work together to support the children's academic efforts and success.

14. Dayna Irene Dymock and Daniel Parker Dymock has authority to check the children out of school. Dayna Irene Dymock and Daniel Parker Dymock has access to the children during school. If the parents cannot agree, education decisions will be made according to the Resolving Disputes section contained herein.

Communication with each other

15. Parents will communicate with each other by any method.

Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

18. **Other terms about communication with the children:**

I. Respect for Parent-Time

The parties acknowledge the importance of preserving each parent's scheduled time with the children. Each parent shall permit reasonable telephone, text, and electronic communication between the children and the other parent. Such communication shall be exercised in a manner that respects the other parent's custodial time and does not unnecessarily interfere with the children's schedules, activities, or routines. The parties recognize that certain times, including school mornings, may not be conducive to communication due to the children's academic and scheduling obligations. Communications shall be reasonable in frequency and duration and sensitive to the children's interests and needs.

Neither parent shall intentionally schedule appointments, activities, events, or other obligations during the other parent's parent-time in a manner that unreasonably

interferes with or diminishes that parent's opportunity to spend meaningful time with the children. The parties shall make reasonable efforts to schedule routine appointments and activities during their own parent-time whenever practicable.

Records and information sharing

19. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

20. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

21. If the children will be travelling **overnight or longer**, the parent arranging the travel will notify the other parent at least **7** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **3** days in advance. In case of emergency, the parent will provide as much notice as possible.

22. Other agreements about travel by the children:

Additional Travel Guidelines

I. Travel and Parent-Time Adjustments

The parties shall provide reasonable notice of travel plans involving the children. Each parent may travel with the children during that parent's scheduled parent-time. If a proposed trip would interfere with the other parent's scheduled parent-time, the parties shall discuss the matter in advance and work cooperatively to reach a reasonable resolution. When a vacation or trip results in a parent missing scheduled parent-time, the parties shall cooperate in good faith to provide reasonable make-up parent-time as soon as reasonably practicable.

II. Travel Notification

If a parent intends to travel with the children to an area where communication is expected to be unavailable for an extended period of time, that parent shall provide the anticipated location and expected return date. Upon returning to an area where communication is available, the traveling parent shall promptly notify the other parent that the children have returned safely.

III. Children's Important Documents

Dayna shall maintain possession of the children's original Social Security cards,

passports, and other important identifying documents. Upon reasonable request, Dayna shall make such documents available to Parker for legitimate purposes relating to the children's health, education, travel, government benefits, or other child-related needs.

The parties shall cooperate in good faith regarding the use and exchange of the children's important documents and shall not unreasonably withhold, delay, or interfere with the other parent's access to documents reasonably needed for the benefit of the children. Any original documents provided to Parker for travel purposes shall be returned to Dayna within a reasonable time following the children's return from travel, but in no event later than fourteen (14) days thereafter.

Child care

23. Terms about child care:

I. Childcare Expenses

The parties acknowledge that the children are of sufficient age and maturity that regular childcare expenses are not anticipated. The parties have agreed to exercise a right of first refusal and shall continue to offer the other parent the opportunity to care for the children before utilizing third-party childcare when reasonably practicable.

To the extent childcare becomes necessary, the parties anticipate that care will generally be provided by trusted family members or friends approved in advance by both parties whenever reasonably possible.

In the event either parent incurs childcare expenses during that parent's custodial time, such expenses shall be the sole responsibility of the parent incurring the expense unless otherwise agreed in writing by the parties.

II. Right of First Refusal

Unless otherwise agreed in writing, if a parent is unavailable to personally care for the children for a period of six (6) consecutive hours or longer during that parent's custodial time, the principle of Right of First Refusal shall apply. The other parent shall be given the first opportunity to accept or decline responsibility for the children before childcare or supervision is arranged through any third party.

The Parties acknowledge that the children are of sufficient age and maturity to be left alone for reasonable periods of time, as appropriate under the circumstances. The Parties further recognize the importance of preserving the older children's role as children rather than primary caregivers. While the older children may occasionally assist with supervision or childcare responsibilities, and such assistance may at times be reasonable, expected, and beneficial, it shall not become a regular substitute for parental care. Nor shall either parent rely upon the older children as a means of avoiding the application of this provision.

The Parties further agree that the Right of First Refusal is intended to maximize the children's opportunity to spend time with a parent. Accordingly, the availability of a significant other, romantic partner, fiancé(e), spouse, family member, friend, older sibling, or any other third party shall not eliminate the obligation to first offer the time to the other parent. The Right of First Refusal shall take precedence over childcare or supervision provided by such individuals.

The Parties may modify the six (6) hour threshold or otherwise waive the application of this provision by mutual written agreement.

If a parent accepts time with the children pursuant to the Right of First Refusal, that parent shall be responsible for all transportation associated with such time, including picking up and returning the children. The parent who is unavailable and offering the time shall not be responsible for transportation related to the exercise of the Right of First Refusal.

Relocation of a parent

24. Relocation

The Parties acknowledge that Father's current residence is temporary and that he intends to relocate closer to Mother and the minor children. Following Father's relocation from his current residence, neither Party shall establish a residence more than sixty (60) miles from the other parent's residence without either (1) the written consent of the other parent or (2) an order of the Court.

Any move resulting in the residences of the Parties being located more than sixty (60) miles apart after Father's relocation shall constitute a relocation. In the event of a relocation, the relocating parent shall comply with all applicable requirements of Utah Code § 81-9-209. The relocating parent shall also be responsible for any additional transportation costs associated with the exercise of parent-time resulting from the relocation unless otherwise agreed by the Parties in writing or ordered by the Court.

Notwithstanding the foregoing, if a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses. If applicable, reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving Disputes

25. Dispute Resolution Plan

The Parties shall share joint legal custody of the minor children with respect to major

decisions involving education, religion, and major medical care.

When a major decision is required, the parent seeking to address the matter shall notify the other parent in writing and provide sufficient information regarding the issue for consideration. The receiving parent shall respond within twenty-four (24) hours. Failure to respond within twenty-four (24) hours shall constitute a waiver of that parent's participation with respect to that specific matter only, and the notifying parent may proceed unilaterally. Such waiver shall apply solely to the matter for which notice was provided and shall not affect either parent's joint legal custody rights or participation in future decisions involving the children. This provision shall not apply when a parent is unable to respond due to circumstances beyond that parent's reasonable control.

If the matter remains unresolved following the initial communication, the Parties shall proceed as follows:

1. Each parent may gather information and explore available options relevant to the matter under consideration.
2. The Parties may seek input from appropriate professionals, including educators, medical providers, mental health professionals, or other qualified individuals whose expertise is pertinent to the issue presented.
3. Any information, recommendations, or opinions obtained shall be promptly shared with the other parent.
4. Upon review of the available information, the Parties shall make a good faith effort to reach a mutually acceptable resolution.
5. If no agreement is reached, the dispute shall be submitted to a mutually agreed-upon Special Master for a binding determination. The fees and costs associated with the Special Master shall be divided equally between the Parties unless otherwise allocated by the Special Master.

Nothing herein shall prevent either parent from making emergency decisions necessary to protect the immediate health or safety of the children. In such circumstances, the other parent shall be notified as soon as reasonably practicable.

Additional Parenting Plan Provisions

26. Other provisions relating to the children

a.

Additional Provision: **Additional Parenting Plan Provisions.** Protection of the Children Neither parent shall care for or exercise parent-time with the children while under the influence of illegal substances or while intoxicated or otherwise impaired. The Parties have an affirmative duty to protect the children from harmful substances, materials, individuals, and situations. Neither parent shall permit a third party to engage in conduct that would be prohibited if committed by that parent and shall take appropriate action, including removing the children from the situation when necessary. The Parties shall further protect the children from exposure to pornography, domestic violence, illegal substance use, and any known sex offender.

b.

Additional Provision: **Education and School Responsibilities** Each parent shall prioritize the children's education during periods of parent-time and shall reasonably support the completion of homework, school projects, reading assignments, extracurricular commitments, and other educational responsibilities. Neither parent shall interfere with the children's attendance at school or remove the children from regular school hours for the exercise of parent-time except by mutual agreement or as otherwise required by law.

c.

Additional Provision: **Notice Regarding Communication Devices** Each parent shall have discretion to establish reasonable rules regarding the children's use of electronic devices while in that parent's care. If a parent restricts or removes a child's access to a phone or other communication device, that parent shall notify the other parent so the other parent is aware the child may be unavailable by phone or text and may need to be contacted through the custodial parent.

d.

Additional Provision: **Children's Sleepovers with Friends** The parent exercising parent-time shall have discretion regarding the children's participation in sleepovers with friends. No consent from the other parent shall be required; however, the parent authorizing the sleepover shall provide reasonable notice to the other parent and advise the other parent of the location where the child will be staying.

e.

Additional Provision: **Notice and Disclosure Regarding Romantic Partners** At least seven (7) days before introducing the children to a romantic partner, a parent shall provide the other parent with the individual's full legal name, date of birth, current residential address, any known aliases or former names, and all other information reasonably necessary to identify the individual. The parent shall further provide copies of (1) a statewide criminal background check obtained through a

Utah District Court or Justice Court capable of conducting a statewide District Court and Justice Court records search and (2) a search of the National Sex Offender Public Website (NSOPW). Each parent shall make full and complete disclosure and shall not intentionally conceal, omit, withhold, or misrepresent information required by this provision. The other parent's consent shall not be required for the introduction.

f.

Additional Provision: **Overnight Stays by Romantic Partners** Except in the case of marriage or cohabitation, neither parent shall permit an individual with whom that parent is involved in a dating or romantic relationship to remain overnight in the residence during periods when the children are present.

If the romantic partner has minor children who will regularly reside in, stay overnight in, or otherwise spend substantial time in the household while the parties' children are present, the parent shall disclose any known history involving criminal conduct, juvenile court involvement, violence, abuse, sexual misconduct, or other significant safety concerns to the extent such information is known and legally permitted to be disclosed. Each parent shall make full and complete disclosure and shall not intentionally conceal, omit, withhold, or misrepresent information required by this provision.

A minor child of a romantic partner who is known to have a history of violence, sexual misconduct, serious criminal conduct, or repeated juvenile delinquency shall not reside in the same household as the parties' children absent the written agreement of the parties or further order of the Court.

g.

Additional Provision: **Roommates and Other Household Residents** Before any unrelated adult who was not known to both parties prior to the divorce begins residing in a parent's household while the children are present, that parent shall provide the other parent with the individual's full legal name, date of birth, current residential address, any known aliases or former names, and all other information reasonably necessary to identify the individual. The parent shall further provide copies of (1) a statewide criminal background check obtained through a Utah District Court or Justice Court capable of conducting a statewide District Court and Justice Court records search and (2) a search of the National Sex Offender Public Website (NSOPW).

Each parent shall make full and complete disclosure and shall not intentionally conceal, omit, withhold, or misrepresent information required by this provision. The other parent's consent shall not be required for the individual to reside in the

household.

h.

Additional Provision: **Special Family Events** The Parties acknowledge that important family events will occasionally arise that were not anticipated when the parent-time schedule was established. The Parties shall work together and exercise reasonable flexibility to allow the children to attend significant family functions, including funerals, weddings, family reunions, religious holidays, milestone celebrations, and other important events in the lives of the children or either parent. Neither parent shall unreasonably refuse a request that allows the children to participate in such an event.

i.

Additional Provision: **Shared Calendar and Scheduling Information** The parties shall continue utilizing their shared online co-parenting calendar. The parties may continue using Cozi or may mutually agree to transition to a different calendar platform, including a less expensive or free alternative. Unless otherwise agreed, the cost of any paid calendar subscription shall be shared equally.

Each parent shall timely enter information regarding the children's activities, events, appointments, performances, games, school functions, and other significant child-related matters as soon as reasonably possible after becoming aware of them.

The parties acknowledge that the shared calendar is intended to serve as the primary method for communicating scheduling information concerning the children. Each parent shall regularly review the calendar and remain informed of upcoming events. While each parent shall make reasonable efforts to timely update the calendar, neither parent shall be solely responsible for separately notifying the other parent of information that has been entered on the shared calendar. Both parents share an equal responsibility to monitor the calendar and stay informed regarding the children's schedules and activities.

Notwithstanding the foregoing, if an activity, event, appointment, game, performance, school function, or other calendar entry is cancelled, removed, rescheduled, or otherwise materially changed within forty-eight (48) hours of its scheduled occurrence, the parent becoming aware of the change shall provide direct notice to the other parent as soon as reasonably practicable and shall not rely solely upon an update to the shared calendar.

27. Co-Parenting Conduct and Supporting the Children's Relationship with Both Parents

- a. **General Co-Parenting Expectations** The Parties shall communicate in a civil, respectful, and child-focused manner. Communications between the Parties shall be directed toward the children's health, education, welfare, activities, and other child-related matters rather than grievances arising from the Parties' former relationship. The Parties shall act in a manner consistent with the children's best interests and shall make reasonable efforts to foster a cooperative co-parenting relationship.
- b. Additional Provision: **Supporting the Children's Relationship with the Other Parent** The Parties recognize their mutual obligation to foster, encourage, and support the children's relationship with the other parent. Neither parent shall engage in conduct intended to alienate the children from the other parent, undermine the other parent's relationship with the children, or otherwise interfere with the children's ability to maintain a healthy and positive relationship with both parents. Each parent shall encourage the children's participation in the parent-time schedule and shall communicate an expectation that the children respect and participate in the other parent's custodial time.
- c. Additional Provision: **Non-Disparagement and Parental Undermining** Neither parent shall disparage, demean, ridicule, mock, criticize, belittle, or otherwise speak negatively about the other parent in the presence or hearing of the children. Neither parent shall use the children's presence as an opportunity to criticize, blame, embarrass, shame, undermine, or draw attention to the other parent's perceived mistakes, shortcomings, failures, parenting decisions, household practices, financial decisions, level of involvement, or other personal matters. Neither parent shall make comments, ask questions, provide information, tell stories, make comparisons, or engage in conduct intended or reasonably likely to cause the children to view the other parent in a negative light.
- d. Additional Provision: **Keeping Adult Matters Between Adults** Concerns regarding parenting, household responsibilities, finances, communication, scheduling, discipline, co-parenting issues, or any other disagreements between the Parties shall be addressed directly between the Parties and not in the presence or hearing of the children. The Parties shall not discuss the details of the marriage, separation, divorce, litigation, settlement negotiations, financial matters, or other adult disputes with the children.
- e. Additional Provision: **Use of Children as Intermediaries or Sources of Information** The Parties shall communicate directly with one another and shall not use the children as intermediaries for matters relating to parent-time, holiday schedules, child support, finances, or other adult issues. The Parties shall further refrain from questioning, interrogating, monitoring, or otherwise using the children

to obtain information regarding the other parent's household, activities, relationships, finances, parenting decisions, or parent-time. The children shall not be used to relay messages, gather information, verify facts, monitor the other parent, or otherwise serve as participants in disputes between the Parties

- f. Additional Provision: **Keeping Children Out of Parental Conflict** The Parties acknowledge that children benefit from being free to love and maintain positive relationships with both parents. Accordingly, neither parent shall place the children in the position of evaluating, judging, monitoring, reporting on, or taking sides regarding the conduct, decisions, parenting abilities, household practices, or perceived shortcomings of the other parent. Neither parent shall use the children as an audience, messenger, intermediary, source of validation, or participant in disputes between the Parties, nor shall either parent seek information through the children for purposes of criticism, conflict, leverage, or use in legal proceedings.
- g. Additional Provision: **Conduct of Third Parties** Each parent shall take reasonable steps to ensure that third parties do not engage in conduct prohibited by this provision in the presence or hearing of the children and shall intervene or remove the children from the situation if necessary.
- h. Additional Provision: **Social Media** The parties shall exercise sound judgment and discretion in their use of social media. Neither parent shall use social media to criticize, disparage, or embarrass the other parent, nor shall either parent disclose private or sensitive information concerning the children or the other parent. When posting photographs, videos, or information relating to the children, the parties shall do so in a manner that protects the children's privacy and best interests.

Changing the plan This plan remains in effect until changed. A change comes from a modification of a court order.

This plan remains in effect until changed. A change comes from a modification of a court order.

28.A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Dayna Irene Dymock) (Utah Code 81-6-203)

29. **Dayna Irene Dymock's Income Determination.** **Dayna Irene Dymock** is employed by Santaquin City Library at an hourly rate of \$16.40 and is currently scheduled to work approximately twenty-six (26) hours per week. Despite ongoing efforts to secure full-time employment, **Dayna Irene Dymock** has been unable to obtain a full-time position.

Given **Dayna Irene Dymock's** current employment circumstances and earning capacity, the parties agree that it is appropriate to impute income to **Dayna Irene Dymock** based upon full-time employment at her present rate of pay. Accordingly, **Dayna Irene Dymock's** based gross monthly income for child support purposes shall be \$2,842.

30. **Dayna Irene Dymock's** gross monthly income for child support purposes is \$2,842.

31. The adjusted gross monthly income for **Dayna Irene Dymock** is \$2,842.

Income: Respondent (Daniel Parker Dymock) (Utah Code 81-6-203)

32. **Daniel Parker Dymock's Income Determination.**

Daniel Parker Dymock was employed in the financial services industry for approximately fifteen years and earned approximately \$134,000 annually until the termination of his employment in March 2026. Following the loss of that employment, **Daniel Parker Dymock** conducted an extensive job search and applied for numerous positions before ultimately accepting an offer of employment as a General Manager with Taco Bell at an annual salary of approximately \$70,000, with an anticipated start date of June 17, 2026.

The parties acknowledge that circumstances arising from **Daniel Parker Dymock's** separation from the financial services industry have significantly limited his ability to obtain comparable employment within that field. After considering **Daniel Parker Dymock's** historical earnings, current employment, and future earnings prospects, the parties agree that income shall be imputed to **Daniel Parker Dymock** in the amount of \$101,000 annually, or \$8,416 monthly, for purposes of calculating child support.

33. **Daniel Parker Dymock's** gross monthly income for child support purposes is \$8,416.

34. The adjusted gross monthly income for **Daniel Parker Dymock** is \$8,416.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

35. It is in the best interest of the children that **Daniel Parker Dymock** be ordered to pay child support to **Dayna Irene Dymock** as follows:

a. **Child Support Payment Arrears** The parties separated on March 20, 2026. For the period from March 20, 2026 through June 30, 2026, child support shall be calculated using the sole custody worksheet. Based upon the parties' incomes and applicable parenting schedule during that period, Father's child support obligation is as follows:

- March 2026 (prorated): \$612
- April 2026: \$1,725

- May 2026: \$1,725
- June 2026: \$1,725

The total child support obligation for the period of **March 20, 2026 through June 30, 2026** is **\$5,787**.

The parties acknowledge that Father previously provided Mother with \$6,000 for the support and benefit of the children following the parties' separation. Because the amount provided exceeds the total support obligation for the same period, the parties agree that **no child support arrearage is due or owing** by either party as of June 30, 2026.

Beginning July 1, 2026, child support shall be calculated pursuant to Worksheet 2 (joint physical custody), resulting in a monthly child support obligation of **\$593**. **Daniel Parker Dymock** shall pay **one-half** of the monthly obligation **on or before the 5th** day of each month and the **remaining one-half on or before the 20th** day of each month.

- b. Parent-Time Deviation and Child Support Recalculation** The Parties acknowledge that the child support obligation set forth herein is based upon the parent-time schedule established in this Decree and the corresponding number of annual overnights attributed to each Party.

In the event the parent-time actually exercised by the Parties differs from the parent-time schedule set forth herein by more than two (2) overnights per month for at least three (3) consecutive months, either Party may request a recalculation of child support based upon the actual number of overnights exercised during that period. The Parties agree that any such recalculation may be completed without the need to file a Petition to Modify.

The Parties shall cooperate in providing any information reasonably necessary to complete the recalculation. Any resulting adjustment shall become effective on the first day of the month following completion of the recalculation unless otherwise agreed in writing by the Parties.

- c.** This **\$593.00** per month base support amount complies with the Utah Child Support Act.

36. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

37. The **joint** custody worksheet was used to calculate child support.

38. The base child support amount using the joint custody calculation is **\$593** per

month.

- a. Parent-Time Deviation and Child Support Recalculation** The Parties acknowledge that the child support obligation set forth herein is based upon the parent-time schedule established in this Decree and the corresponding number of annual overnights attributed to each Party.

In the event the parent-time actually exercised by the Parties differs from the parent-time schedule set forth herein by more than two (2) overnights per month for at least three (3) consecutive months, either Party may request a recalculation of child support based upon the actual number of overnights exercised during that period. The Parties agree that any such recalculation may be completed without the need to file a Petition to Modify.

The Parties shall cooperate in providing any information reasonably necessary to complete the recalculation. Any resulting adjustment shall become effective on the first day of the month following completion of the recalculation unless otherwise agreed in writing by the Parties.

39. Child support reduction for extended parent time. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

40. **Life Insurance.** So long as coverage remains reasonably available and the associated cost is reasonable, Parker shall maintain a life insurance policy on his life in an amount sufficient to secure his remaining child support obligation for so long as he is obligated to pay child support for any of the minor children.

The minor children shall be the sole beneficiaries of such policy proceeds. To the extent required by the insurance carrier or applicable law, the proceeds may be paid to a trust, custodial account, or other legally authorized arrangement established for the benefit of the children. Dayna may serve as trustee, custodian, or other fiduciary responsible for administering such funds on behalf of the children, but shall not be the beneficial owner of the proceeds. Any proceeds received shall be held and used solely for the benefit of the children.

41. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

The issue of past-due child support may be decided by future court or administrative action.

42.If the parties elect to utilize ORS, **Dayna Irene Dymock** and **Daniel Parker Dymock** will each pay half of any ORS fee.

i.If a fee is withheld from payments to **Dayna Irene Dymock, Daniel Parker Dymock** will reimburse **Dayna Irene Dymock** for half the fee.

43.The parties must notify each other within 30 days of any change in their income.

44.The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

45.Additional Financial Provisions Relating to the Children

A. School Fees and Expenses

The parties shall equally share all reasonable and necessary educational expenses incurred on behalf of the children, including but not limited to tuition, registration fees, class and activity fees, books, school supplies, school lunches, yearbooks, school pictures, uniforms, and other customary school-related expenses.

B. Communication Devices for Children

The parties agree that each child shall be provided with a cellular phone, communication watch, or similar communication device no later than the child's entry into middle school. The parties shall jointly determine the type of device and service plan to be provided, taking into consideration the child's age, maturity, needs, and activities.

Unless otherwise agreed, the parties shall equally share the reasonable costs associated with the purchase, replacement, maintenance, and service of the children's communication devices. As the children mature, the parties may mutually agree that the children shall contribute toward some or all of the costs associated with their devices and service plans.

C. Vehicles and Automobile Expenses for the Children

The parties acknowledge that, as the children become licensed drivers, expenses may be incurred relating to vehicles used primarily by the children. The purpose of this provision is to ensure that any such vehicle remains safe,

functional, properly insured, and reasonably available for the children's use.

If a child has the exclusive or primary use of a vehicle, the parties shall insure that vehicle through the parent who can obtain appropriate coverage at the most reasonable cost. The parties shall equally share the cost attributable to insuring the child as a driver and insuring the child's vehicle. The parties may also agree to require the child to contribute toward some or all of such costs.

The parties shall also equally share the reasonable costs of maintaining, repairing, and operating any vehicle primarily used by a child, including routine maintenance, necessary repairs, registration fees, emissions and safety inspections, and similar expenses. The parties may require the child to contribute toward such expenses as mutually agreed.

If a child does not have a vehicle designated primarily for the child's use and instead operates vehicles owned by either parent, each parent shall be solely responsible for maintaining appropriate insurance coverage for the child while operating that parent's vehicle(s) and for any costs associated with that parent's vehicle, unless otherwise agreed by the parties.

D. Extracurricular Activities and Expenses

Current Activities. The parties agree to continue supporting the children's current extracurricular activities, which presently include:

- **BMD:** Piano, violin, and potentially school golf.
- **GRD:** Competitive travel softball, piano, and flute.
- **AID:** Gymnastics and piano.
- **MPD:** Piano and various recreational sports activities.

Approval and Cost Sharing. The parties shall equally share the reasonable costs associated with the children's extracurricular activities, provided the activity has been approved by both parents in advance and such approval is documented in writing. Absent a written agreement, neither parent shall be obligated to contribute toward the cost of a new extracurricular activity.

i. Extracurricular Budget.

The parties acknowledge that their ability to contribute toward extracurricular expenses may change over time. So long as an activity remains consistent with the terms of this Agreement, including the activity limitations and budget provisions set forth herein, each parent shall make

reasonable efforts to continue contributing his or her share of the approved expense.

If either parent is no longer financially able to contribute toward an approved extracurricular activity, that parent shall provide written notice to the other parent at least thirty (30) days in advance, if reasonably possible. Upon receipt of such notice, the other parent may elect to assume responsibility for all or a greater portion of the expense and allow the child to continue participating in the activity. If neither parent is willing or able to pay the expense, the parties shall cooperate in good faith to determine whether the activity should continue.

Nothing herein shall permit the enrollment of a child in additional activities, overlapping activities, or activities otherwise prohibited by the provisions of this Agreement without the written agreement of both parents.

- iii. **Activity Limits.** The children may continue participating in their current activities through the completion of GRD's ninth-grade competitive softball season. Thereafter, absent mutual written agreement of the parties, each child shall be limited to a maximum of two extracurricular activities at any given time.
The parties further agree that a child shall not be enrolled in overlapping extracurricular activities without the written consent of both parents.
- iv. **Travel Sports and Similar Activities.** For competitive travel softball and any similar activity involving tournaments, travel teams, overnight events, or substantial travel, the parties shall alternate responsibility for travel-related expenses.
The parent responsible for a particular event shall pay all associated travel expenses, including transportation, fuel, lodging, meals, and other incidental costs. The other parent may attend any such event but shall be solely responsible for his or her own travel-related expenses.
- v. **Travel Rotation.** Dayna shall be responsible for the first travel event occurring during the week of June 7 through June 13, 2026. Thereafter, responsibility for travel-related expenses shall alternate between the parties on an event-by-event basis.
- vi. **Separate Rotation for Each Child.** If more than one child participates in travel-based activities, the alternating travel schedule

shall be maintained separately for each child and activity. The parties shall alternate responsibility for each child's travel-related expenses independently of any other child's activities.

Dependent children for tax purposes

46. As long as **Dayna Irene Dymock** is current on all child support and other court-ordered financial obligations, **Dayna Irene Dymock** may claim the following children as dependents/exemptions for tax purposes as allowed by law:
47. As long as **Daniel Parker Dymock** is current on all child support and other court-ordered financial obligations, **Daniel Parker Dymock** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

I. Tax Matters and Dependency Claims

- a. **Tax Year 2026.** Dayna shall be entitled to claim all four minor children as dependents for tax year 2026.

- i. **Healthcare Premium Reconciliation.** The parties acknowledge that Dayna currently receives subsidized health insurance premiums based upon her income. The parties further acknowledge that, as a result of the financial arrangements and obligations arising from this divorce, Dayna's income may exceed the eligibility thresholds applicable to such premium subsidies.

In the event Dayna is required to repay any portion of a healthcare premium subsidy attributable to the children, the parties shall share that repayment obligation equally. The children's portion of any repayment shall be determined on a per capita basis by dividing the total repayment amount by the total number of individuals covered under the applicable policy and multiplying the result by the number of children covered under this Agreement. Each party shall be responsible for one-half of the children's portion of any such repayment.

- II. **Healthcare Premium Reconciliation** The parties acknowledge that Dayna currently receives subsidized health insurance premiums based upon her income. The parties further acknowledge that, as a result of the financial arrangements and obligations arising from this divorce, Dayna's income may exceed the eligibility thresholds applicable to such premium subsidies.

In the event Dayna is required to repay any portion of a healthcare premium subsidy attributable to the children, the parties shall share that repayment obligation equally. The children's portion of any repayment shall be determined on a per capita basis by dividing the total repayment amount by the total number of

individuals covered under the applicable policy and multiplying the result by the number of children covered under this Agreement. Each party shall be responsible for one-half of the children's portion of any such repayment.

III. Tax Year 2027 and Thereafter. Beginning with tax year 2027, while there are **three children** who remain eligible to be claimed, the parties shall claim the children as follows:

- Dayna shall claim MPD.
- Parker shall claim AID.
- GRD shall be claimed in alternating tax years, beginning with Parker.

When only **two minor children** remain eligible to be claimed as dependents, Dayna shall claim MPD and Parker shall claim AID.

When **only one minor child** remains eligible to be claimed as a dependent, the parties shall alternate claiming that child in alternating tax years, beginning with Dayna.

Each parent shall timely execute any documents reasonably necessary to effectuate the dependency allocations set forth herein.

IV. Future Stimulus Payments and Similar Benefits. In the event any future governmental stimulus payment, tax credit, rebate, or similar benefit is issued specifically for the benefit of the children, the parties shall share such benefit equally regardless of which parent receives the payment. The parent receiving the funds shall remit the other parent's share within forty-eight (48) hours of receipt.

Child health care (Utah Code 81-6-208)

48. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

49. Parents must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

vii. Responsibility for child medical and dental expenses will be as follows:

- i. The parties shall maintain medical and dental insurance coverage for the minor children through the parent who is able to obtain coverage that is both reasonably affordable and reasonably suited to meet the children's healthcare needs. In evaluating available coverage, the parties shall consider not only the

cost of premiums, but also the scope of coverage, provider availability, deductibles, out-of-pocket expenses, and the overall benefit provided to the children.

- ii. The parties shall share equally all uninsured and out-of-pocket healthcare expenses incurred on behalf of the minor children, including but not limited to insurance premiums attributable to the children, deductibles, copayments, coinsurance, prescription costs, and other medically necessary expenses.
- iii. For purposes of allocating the children's share of any medical or dental insurance premium, the cost attributable to the children shall be determined on a per capita basis by dividing the total out-of-pocket premium paid by the insured parent by the total number of individuals covered under the policy and multiplying that amount by the number of children subject to this Agreement.

viii. **Double Coverage and Coordination of Benefits** If the minor children are covered

under insurance policies maintained by both parties, or through a policy maintained by a step-parent as a result of either party's remarriage, the parties shall jointly determine which policy shall be designated as primary and which shall be designated as secondary.

For purposes of this provision, insurance coverage available to the children through a step-parent's health, hospital, or dental insurance plan shall be treated as coverage available through the remarried parent. In making such determination, the parties shall consider affordability, the scope of coverage, provider availability, deductibles, out-of-pocket expenses, the overall benefit provided to the children, and the children's best interests.

- ix. **Orthodontic Expenses** The parties acknowledge that the existing credit card debt associated with their son's orthodontic treatment shall be paid solely by Parker. With the exception of that existing obligation, the parties shall equally share all reasonable and necessary orthodontic expenses incurred on behalf of the children after the date of this Agreement.

Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

50. All reasonable work, career, or occupational training-related child care expenses will be paid as follows:

The parties acknowledge that the children are of sufficient age and maturity that regular childcare expenses are not anticipated. The parties have agreed to exercise a right of first refusal and shall continue to offer the other parent the opportunity to care for the children before utilizing third-party childcare when reasonably practicable.

To the extent childcare becomes necessary, the parties anticipate that care will generally be provided by trusted family members or friends approved in advance by both parties whenever reasonably possible. In the event either parent incurs childcare expenses during that parent's custodial time, such expenses shall be the sole responsibility of the parent incurring the expense unless otherwise agreed in writing by the parties.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

51. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

52. The parties acknowledge that they have generally been able to work cooperatively regarding the division of personal property and agree to complete the division of any remaining items no later than July 31, 2026.

To facilitate the exchange of property, Parker shall be permitted reasonable access to the marital residence to retrieve items awarded to him. The parties shall communicate in advance and agree in writing to a mutually acceptable date and time for any such access. Parker shall not enter the residence without prior notice and agreement from Dayna.

Except as specifically set forth below, or as otherwise agreed by the parties in writing, each party shall be awarded as his or her sole and separate property all personal property currently in his or her possession.

Property Awarded to Dayna	Property Awarded to Parker
Bread Machine, Shake Maker, Kitchen Aid Mixer, Lawn mower, Couch, Piano, Laptop Computer Currently in her possession, Small toolbox/bucket containing basic household tools,	All firearms and ammunition not specifically awarded to Dayna, All knives and knife-making equipment, All tools not specifically awarded to Dayna, Baby Pine, Specialized

including screwdrivers, pliers, hammer, and similar items, One Hi-Point 9mm handgun, together with one box of ammunition compatible with that firearm, Blue gas can, Sleeping Bag	bicycle, Trek bicycle, Stationary bike stand, Spare tire associated with the stationary bike, Paddle boards, Camping gear currently stored in the trailer—excluding Dayna's sleeping bag, Massage Chair, Truck tailgate, Handmade nightstand, Marlin (pet fish)
Holiday Decorations: The parties acknowledge that certain Christmas ornaments and holiday decorations remain in storage. Those items shall be divided by agreement of the parties during the 2026 holiday season when the decorations are removed from storage.	

Vehicles. The parties shall cooperate in executing any documents reasonably necessary to remove the other party from any title or ownership interest not awarded to that party as soon as reasonably practicable, but no later than July 1, 2026.

53. Vehicles will be divided as follows:

a.

Year: **2018**

Make: **Nissan**

Model: **Armada**

VIN: **N/A**

Owner (before divorce): **Daniel Parker Dymock**

Current value: **\$12,760.00**

Loan: **None**

Ownership After Divorce: **Dayna is awarded the Nissan Armada as her sole and separate property. Parker is awarded the 2024 Kia EV9, the 2021 Coachmen Spirit Trailer, and the 1976 Honda CB700 motorcycle as his sole and separate property.**

b.

Year: **2024**

Make: **Kia**

Model: **EV9**

VIN: **N/A**

Owner (before divorce): **Daniel Parker Dymock**

Current value: **\$42,550.00**

i.

Lender: **Mountain America Credit Union**

Address: **PO Box 2331, Sandy, Utah 84091**

Date Acquired: **N/A**

Amount Owed: **\$42,863.00**

Amounts Estimated: no

Monthly Payment: **\$600.00**

Ownership After Divorce and Payment of Debt:

The Kia EV9 is subject to a loan in Parker's name with an approximate balance of \$42,863. As part of the parties' overall agreement and in consideration of other provisions contained herein, the parties agree that Parker shall be solely responsible for all debt associated with this vehicle. Dayna shall have no responsibility for such debt and shall be held harmless therefrom. Parker shall provide the lender with a copy of the Decree.

C.

Year: **2006**

Make: **Ford**

Model: **Fusion**

VIN: **N/A**

Owner (before divorce): **Daniel Parker Dymock and Dayna Irene Dymock**

Current value: **\$1,950.00**

Loan: **None**

Ownership After Divorce:

The parties jointly own a 2010 Ford Fusion, which is currently maintained for the benefit and use of the children. The parties agree that the vehicle is intended to become the property of BMD upon her eighteenth (18th) birthday, July 4, 2027.

Until BMD attains the age of eighteen (18), Parker may remain on the title for administrative purposes. Neither party shall sell, transfer, borrow against, encumber, or otherwise dispose of the vehicle without the written consent of the other party.

Upon BMD attaining the age of eighteen (18) on July 4, 2027, Parker shall execute any documents reasonably necessary to transfer title to the vehicle to BMD within thirty (30) days.

In the event Parker is deceased prior to July 4, 2027, Parker's interest in the vehicle shall pass to Dayna, who shall maintain and manage the vehicle for the benefit of BMD until BMD attains the age of eighteen (18). Upon BMD attaining the age of eighteen (18), Dayna shall execute any documents reasonably necessary to transfer title to the vehicle to BMD within thirty (30) days.

d.

Year: **2021**

Make: **Coachman**