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Attorney - Mediator

*Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

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

In the matter of the marriage of

KYLE FULLER,

Petitioner,

and

JULENE FULLER,

Respondent.

DECREE OF DIVORCE

Case No: 264401825

Judge: Anthony Howell

Commissioner: Dustin Hardy

The Petitioner, Kyle Fuller, and the Respondent, Julene Fuller, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

CHILD CUSTODY AND PARENT-TIME

1. There is one minor child born or adopted between the parties, to wit: C.E.F. (born September 2008).
2. The parties are awarded joint legal custody of the minor child. The parties shall be governed by the Parenting Plan set forth herein.
3. The Respondent is awarded sole physical custody of the minor child. Parent-time with the minor child shall be as the parties may agree. If the parties are unable to agree on a parent-time schedule, then they shall follow the parent time schedule as outlined in UCA §81-9-302.
4. Each parent is entitled to 2 weeks of uninterrupted parent-time during the summer months when the minor child is free from school. The parents will notify each other by April 15th of each year of the time period he/she will be exercising his/her uninterrupted parent-time. Petitioner will have first option of uninterrupted time period in calendar years ending in an even number and Respondent will have first option of uninterrupted time period in calendar years ending in an odd number. The summer parent-time cannot interfere with the other parent's holiday. If the parent designated to first choose the 2-week period for the year fails to choose by April 15th, the non-designated parent may designate when the 2-week period will occur.

5. In addition, the parties shall follow the holiday parent-time schedule set forth in UCA §81-9-302 and as follows with the Petitioner identified as the non-custodial parent for holiday purposes.

Holiday	Holiday Time Period	Non-Custodial Parent	Custodial Parent
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 pm. on Dr. Martin Luther King Jr. Day	Odd Years	Even Years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 pm. on the day before school resumes	Even Years	Odd Years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd Years	Even Years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 pm. on Memorial Day.	Even Years	Odd Years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Every year with Mother	Every year with Mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Every year with Father	Every year with Father
Juneteenth National Freedom Day (JNFD)	(1) Holiday begins at: (a) 6 p.m. on the day before JNFD if the day before JNFD is not Father's Day; or (b) 9 a.m. on JNFD if the day before JNFD is Father's Day (2) Holiday ends at 6 p.m. on the day following JNFD.	Even Years	Odd Years
Independence Day	(1) Holiday begins on July 3 rd at 6 p.m. (2) Holiday ends on July 5 th at 6 p.m.	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23 rd at 6 p.m. (2) Holiday ends on July 25 th at 6 p.m.	Even Years	Odd Years
Labor Day	(1) Holiday begins Friday at:	Odd Years	Even Years

	(a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 pm. on Labor Day.		
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even Years	Odd Years
Fall Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd Years	Even Years
Halloween	(1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community; (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even Years	Odd Years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd Years	Even Years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 pm. on the day before school resumes.	Even Years	Odd Years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27 th at 7 pm.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd Years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years

6. Respondent's residence shall be identified as the primary residence for education purposes. Both parties shall be listed in school records as a point of contact for school communications.

7. In the event either party moves 150 miles or more away from their current residence, the parties agree to follow the provisions of UCA §81-9-209, the Relocation Statute.

CHILD SUPPORT

8. Petitioner is currently self-employed and has a gross monthly income of \$16,000.00 for the purposes of calculating child support.

9. Respondent is currently unemployed however based on her experience and ability to work, it is reasonable and appropriate to impute her to a gross monthly income of \$3,000.00 for the purposes of calculating child support.

10. The sole custody worksheet shall be used with the Petitioner's income set at \$16,000.00 and the Respondent's income set at \$3,000.00.

11. Pursuant to U.C.A. §81-6-101 et seq a child support order shall be entered pursuant to the statutory guidelines as follows:

a. Petitioner shall be ordered to pay Respondent the sum of \$1,309.00 per month beginning the first of the month following the date of entry of the Decree of Divorce. The sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

b. The base child support award should be reduced by 50% for each minor child for time periods during which such minor child is with the noncustodial

parent by order for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any agreement by the parties for reduction of child support during extended parent time shall be approved by the Office of Recovery Services. However, normal parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the obliged.

d. There are currently no child support arrearages.

e. Each of the parties should be under mutual obligation to notify the other if there is a change in income of more than 30% and the change is not temporary in nature.

f. Pursuant to Utah Code §81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

g. Pursuant to Utah Code §81-6-101 et seq, the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

INSURANCE, DAYCARE AND MEDICAL EXPENSES

12. Pursuant to U.C.A. §81-6-208 (2024) as amended:

a. Petitioner should maintain insurance for medical expenses for the benefit of the minor child where available at a reasonable cost. If insurance is being provided by a plan by both parents, the Petitioner's insurance shall be considered primary coverage and the Respondent's shall be considered secondary.

b. Petitioner shall be responsible for all out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium

amount by the number of persons covered under the policy and multiplying the result by the number of children. This amount shall be automatically deducted from or added to the child support paid or owed.

c. Both parties shall share equally all medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological, or therapeutic, etc.

d. The parent who incurs medical expenses shall provide written verification of the cost and payment of the medical expenses to the other parent within 30 days of payment.

e. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

13. Pursuant to U.C.A. §81-6-209 both parties shall share equally the reasonable work related child care expenses of the parents. Due to the age of the child, daycare is not anticipated.

EXTRACURRICULAR ACTIVITIES, SCHOOL, AND MISCELLANEOUS COSTS

14. Petitioner shall be responsible for the cost of car insurance and cell phone for the minor child.

15. The parties shall equally share the costs associated with the following expenses related to the minor child:

- a. School fees and costs
- b. Agreed upon extra-curricular activities. All current and extensions of the current extra-curricular activities where the child participates are approved.
- c. Agreements for all expenses shall be made in writing. When possible, both parties should pay their one-half share directly to the provider, school or program for and on behalf of the child. If one parent pays the entire cost, that parent shall email the other parent proof of cost and payment within 30 days and the reimbursing parent shall pay their share within 10 days of receiving the email.

TAX EXEMPTION

16. Petitioner shall be allowed to claim C.E.F. in the child tax credit, exemption, or deduction for State and Federal income tax purposes each and every year.

PERSONAL PROPERTY

17. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.

18. During the course of the marriage, the parties acquired certain items of personal property. Said personal property shall be divided among the parties in a fair and equitable fashion as agreed upon by the parties.

19. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

VEHICLES

Vehicle	Awarded to Petitioner	Awarded to Respondent	Other
2020 Nissan Armada		X	There is no loan against this vehicle.
2024 Toyota Tundra	X		Petitioner shall be responsible for the loan against this vehicle.
2022 Hyundai Elantra	X		This car shall be maintained for the benefit of the party's children. Petitioner shall be responsible for the costs of this vehicle.

20. The parties shall take all necessary steps to transfer the vehicles into their own names within thirty (30) days of the date of entry of the Decree of Divorce.

REAL PROPERTY

21. During the course of the marriage, the parties acquired certain parcels of real property, including but not limited to:

a. Marital residence located at 1342 N 3200 W, Provo, Utah 84601

22. Respondent shall be awarded the marital residence, together with all equity therein, as Respondent's sole and separate property. The parties agree that the existing

mortgage loan shall remain in both parties' names unless and until Respondent refinances or otherwise removes Petitioner from the obligation as set forth herein.

23. Respondent shall be solely responsible for all costs associated with the residence, including but not limited to mortgage payments, property taxes, insurance, utilities, maintenance, repairs, and any other expenses related to the property. Respondent shall indemnify and hold Petitioner harmless from any liability associated with the residence.

24. For so long as Petitioner remains obligated on the mortgage loan, Respondent shall promptly notify Petitioner of any missed or late mortgage payment. Respondent shall also provide Petitioner with reasonable access to mortgage account information upon request to verify the status of the loan.

25. In the event Petitioner makes any mortgage payment, or any portion thereof, to prevent default, protect his credit, or maintain the loan in good standing, Respondent shall reimburse Petitioner in full within thirty (30) days of written demand. Any unreimbursed amounts paid by Petitioner shall constitute a lien against Respondent's equity in the property and shall be reimbursed to Petitioner from the proceeds of any future sale of the residence.

26. If Respondent fails to make a required mortgage payment and the default is not cured within thirty (30) days, the residence shall be listed for sale within sixty (60) days. Upon sale, Petitioner shall first be reimbursed for any mortgage payments made on Respondent's behalf, and Respondent shall be awarded all remaining net proceeds and equity from the sale.

27. Upon Respondent's remarriage or cohabitation, Respondent shall remove Petitioner's name from the mortgage obligation through refinance or other lender-approved means within ninety (90) days. If Respondent fails to complete the refinance within ninety (90) days of remarriage or cohabitation, the residence shall be listed for sale within sixty (60) days thereafter.

28. Upon any sale of the residence, the parties shall cooperate in good faith to complete the transaction, and Respondent shall be entitled to all remaining net proceeds after reimbursement to Petitioner for any mortgage payments made on Respondent's behalf.

29. The parties shall sign any quit claim deeds or any other documents necessary to transfer title or ownership of the property within 30 days of the entry of the Decree.

BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,
INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS
INTERESTS

30. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

31. All of these accounts or assets shall be divided as follows as of the date of entry of the Decree of Divorce unless specified otherwise:

Account Description	Petitioner will Receive	Respondent will Receive	Other
Altabank checking account		100%	

ending 6906			
Altabank savings account ending 0199		100%	
Chase Business checking account ending 0514	100%		
Discover savings account ending 3357		100%	
Farmers Insurance Federal Credit Union accounts ending 0100, 0549, and 0192	100%		
Farmers Insurance Individual Life Insurance policy account ending 364V	100%		
Farmers Insurance VUL accounts ending 567V, 568V, and 569V			These accounts shall be maintained for the benefit of the parties children.
Farmers Insurance VUL account ending 073V		100%	
Capital Group Roth IRA	100%		
Kyle E. Fuller Insurance Agency Inc.	100%		

32. Kyle E. Fuller Insurance Agency Inc:

- a. Petitioner shall be awarded the Kyle E. Fuller Insurance Agency, Inc. business, together with all associated assets, accounts, goodwill, receivables, equipment, and business interests, as Petitioner's sole and separate property, free and clear of any claim, right, title, or interest of Respondent.

- b. The parties acknowledge and agree that Respondent’s share of the value of the business, together with her share of the marital estate, has been satisfied through the division of assets and debts as set forth in this Decree.
- c. Petitioner shall be solely responsible for any liabilities, debts, obligations, taxes, or claims associated with the business and shall indemnify and hold Respondent harmless therefrom.

DEBTS AND OBLIGATIONS

33. During the course of the marriage the parties incurred certain marital debt; this debt shall be divided as set forth below.

Debt Description	Petitioner’s Responsibility	Respondent’s Responsibility	Other
2024 Toyota Tundra auto loan	100%		
Bank of America Allegiant Visa credit card ending 6818		100%	This card shall be paid in full as of the date of entry of the Decree of Divorce. Once paid, Respondent shall be awarded and responsible for the credit card.
Discover More credit card ending 9354		100%	This card shall be paid in full as of the date of entry of the Decree of Divorce. Once paid, Respondent shall be awarded and responsible for the credit card.
Gap Encore World Mastercard ending 1029		100%	This card shall be paid in full as of the date of entry of the Decree of Divorce. Once paid, Respondent shall be awarded and responsible for the credit card.

34. Pursuant to §81-4-204(1)(e) Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

LIFE INSURANCE

35. For so long as Petitioner has an obligation to pay child support or alimony under this Decree, Respondent shall be designated as the sole beneficiary of Petitioner's life insurance policy or policies in an amount sufficient to secure Petitioner's remaining child support and alimony obligations.

36. Petitioner shall maintain such beneficiary designation and shall not alter, remove, or reduce Respondent's beneficiary interest while a child support or alimony obligation remains outstanding, except by written agreement of the parties or further order of the Court.

37. Upon termination and full satisfaction of all child support and alimony obligations, Petitioner shall be free to change the beneficiary designation on any life insurance policy. Petitioner shall provide proof of coverage and beneficiary designation to Respondent upon reasonable request.

ALIMONY

38. Petitioner shall be ordered to pay alimony to Respondent as follows:

- a. Alimony shall be \$10,000 per month for years one (1) through five (5).
- b. Alimony shall be \$8,500 per month for years six (6) through fourteen (14).

c. Alimony payments shall be paid by the fifth (5th) day of the month immediately following entry of the Decree of Divorce and by the fifth (5th) day of every month thereafter.

d. Alimony payments shall continue for the length of fourteen (14) years as outlined above or until Respondent cohabitates or remarries, whichever occurs sooner. Respondent has an obligation to notify Petitioner of her cohabitation or remarriage and alimony shall cease upon Respondent's cohabitation or remarriage. Alimony shall end in the event of the death of either party.

TAX RETURN

39. The parties shall file taxes for the 2026 tax year as each deem appropriate.

ATTORNEY'S FEES

40. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

41. Upon C.E.F.'s eighteenth (18th) birthday, Petitioner shall be solely responsible for the costs associated with C.E.F.'s participation in an LDS mission, including mission expenses customarily incurred during such service. Petitioner shall also be solely responsible for the cost of C.E.F.'s health insurance premiums for so long as C.E.F. remains covered under Petitioner's health insurance plan. This provision shall not

obligate Petitioner to maintain health insurance coverage beyond any period permitted by the applicable insurance policy or governing law.

42. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other parties place of residence, employment or any other place.

43. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

44. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

45. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached through mediation. The final documents were prepared as a service to both parties and shall not be interpreted against either as the “drafting party.”

46. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any

document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

47. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

48. Respondent may be restored to her maiden name of Burningham if she so desires.

FULLER and FULLER PARENTING PLAN

Each parent has a loving and valuable relationship with the child and shall work together cooperatively with regard to the child's physical care and financial and emotional support. The parents shall adhere to the following parenting plan provisions:

1. Co-Parenting Principles
 - a. The Parties shall co-parent cooperatively, focusing on the physical, emotional, and financial well-being of the child.
 - b. Each parent shall support and encourage the child's meaningful relationship with the other parent.

- c. Civil communication is required at all times. Name-calling or hostile communication is prohibited.
- 2. Communication Between Parents
 - a. Primary communication shall occur via text or email, except in emergencies or time-sensitive situations.
 - b. Parents shall timely share important information regarding the child's schooling, health, social activities, and other relevant matters.
 - c. If information is available through public sources (e.g., school portals), each parent shall access it directly.
- 3. Joint Legal Decision-Making
 - a. The Parties shall jointly decide major decisions affecting the child, including:
 - i. Education and daycare
 - ii. Medical, dental, counseling, and orthodontic care
 - iii. Religious upbringing
 - iv. Extracurricular activities
 - b. Decision-making process:
 - i. Identify the issue
 - ii. Develop possible solutions
 - iii. Select the most reasonable solution in the child's best interests
- 4. Dispute Resolution for Major Decisions - If the parties cannot reach agreement:

- a. They may defer to the recommendations of an expert. If they still do not agree;
- b. They shall attend mediation with a mutually agreed mediator (each party pays their own fees).
- c. Agreements reached in mediation shall be reduced to writing and signed by both.
- d. Only after a good-faith mediation attempt may a party seek Court involvement.
- e. A party who frustrates this process may be ordered to pay the other's attorney's fees, court costs, and mediation costs.

5. Day-to-Day Responsibility

- a. The parent exercising parent-time shall make routine daily decisions.
- b. Either parent may make necessary emergency decisions regarding the child's health or safety and shall inform the other immediately.

6. Information Access

- a. Both parents shall have direct access to all school, medical, dental, and mental health records.
- b. Each parent shall notify the other of medical appointments and emergencies.
- c. Both parties shall provide written authorization enabling the other to access information from all providers.

7. School Access

- a. Both parents may visit the child at school, receive school communications, and check the child out when necessary.
 - b. Disputes regarding education shall first go to mediation.
- 8. Medical Treatment Restrictions
 - a. Non-emergency, uninsured, elective medical/dental/orthodontic or alternative treatments require prior written consent from both parties.
 - b. Costs must be agreed in writing before scheduling.
 - c. Violating parent may be denied reimbursement.
- 9. Travel Notice Requirements
 - a. Either parent may travel domestically with the minor child during their own parent-time without needing advance permission, provided they give standard notice.
 - b. Any international travel, or any travel that would interfere with the other parent's scheduled parent-time, must be mutually agreed to in advance and in writing.
 - c. When traveling with the child, the traveling parent shall provide the following, as required by Utah Code §81-9-202(19):
 - i. Itinerary with travel dates
 - ii. Destination(s)
 - iii. Contact information
 - iv. Name/phone of a third party aware of the child's location.
- 10. Participation in Activities

- a. Both parents may attend the child's school events, church functions, activities, recitals, and sports.
 - b. Parents shall cooperate to facilitate participation and family events (e.g., weddings, funerals, reunions, ceremonies).
- 11. Exchanges and Transportation
 - a. The receiving parent shall pick up the child at the designated start of their parent-time.
 - b. Child shall be ready on time for exchanges.
- 12. Contact Information
 - a. Each parent shall provide the other with current address, phone number, and email within 24 hours of any change.
- 13. Parent/Child Communication
 - a. Each parent shall encourage free and uncensored reasonable phone/virtual communication with the other parent.
 - b. The child may contact either parent at any time.
 - c. A parent shall reasonably facilitate calls when requested by the child.
- 14. Right of First Refusal
 - a. Parental care is preferred over surrogate care.
 - b. If overnight child care is needed, the other parent shall be offered the opportunity to provide care before third-party caregivers are used.

c. The parties shall create and maintain a mutually approved list of surrogate caregivers/babysitters who may be used by either parent without additional approval.

d. Any caregiver not on the approved list must be mutually agreed upon in advance and in writing before caring for the minor child.

e. Both parents shall provide names, addresses, and phone numbers of any caregivers used.

15. Conduct Around the Child

a. Neither party shall speak negatively about the other parent or allow third parties to do so in the child's presence.

b. Neither party shall discuss court matters with or in front of the child.

c. Neither party shall disparage the other on social media or in public.

16. Introducing New Partners

a. Parents shall not introduce dating partners to the child until the relationship is committed and exclusive.

b. Notice shall be given to the other parent beforehand.

17. Shared Calendar

a. Parents shall maintain a shared calendar for school events, appointments, practices, exchanges, and other child-related activities.

18. Substance Use Restrictions

a. Neither party shall use illegal drugs or consume alcohol to excess while caring for the child or prior to transporting them.

b. Alcohol and medications shall be stored securely and out of the child's reach.

19. Enforcement and Non-Waiver

a. A party's failure to comply with any provision does not release the other party from their obligations.

b. All provisions remain enforceable unless modified by written agreement or court order.

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

APPROVED AS TO FORM this 5th day of July 2026.

*E-signed by Wade Taylor
with permission of Kyle Fuller*

/s/ Kyle Fuller

KYLE FULLER
Petitioner

APPROVED AS TO FORM this 9th day of July 2026.

*E-signed by Wade Taylor
with permission of Julene Fuller*

/s/ Julene Fuller

JULENE FULLER

Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 5th day of July 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

EMAIL:

KYLE FULLER

Petitioner

Email: kylefuller1974@gmail.com

JULENE FULLER

Respondent

Email: julenefuller@gmail.com

LAW OFFICES OF WADE TAYLOR

/s/ Wade Taylor

WADE TAYLOR

Attorney