



1David C. Blum #7814
CANYONS LAW GROUP
Attorney for Respondent
311 S. State St., Suite 350
Salt Lake City, UT 84111
Telephone: (801) 238-6500
Facsimile: (801) 238-6505
Email: David@CanyonsLaw.com

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

<i>In the matter of the marriage of:</i> ZACK T. LOCKARD, Petitioner, and LADONNA M. LOCKARD, Respondent.	DECREE OF DIVORCE Civil No. 264400281 Judge Robert W. Griffin Commissioner Marian Ito
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THE ABOVE-CAPTIONED MATTER having come before the court upon motion, the Honorable Robert W. Griffin presiding. The Court, having entered its Findings of Fact and Conclusions of Law, hereby **ADJUDGES, DECREES and ORDERS as follows:**

1. The parties are granted a divorce on the grounds of irreconcilable differences.

CUSTODY AND PARENT-TIME

2. One child has been born as issue to these parties, to wit: C.J.L., born May 2013.

3. Legal Custody & Parenting Plan: Both parties shall be awarded joint legal custody of the minor child and use the terms herein as a parenting plan and shall be bound to abide thereby.

4. Information Sharing: Both parties are entitled to direct access to all of the child's records without limitation. Both parties will be listed as parents and basic contact information provided to all third parties who interact with the child (medical, school, therapeutic, religious, childcare, etc.). The parties will provide each other with the names and telephone numbers or emails of persons who work with the child so that each party can initiate their own relationship with these people (teachers, medical providers, therapists, coaches, etc.). The parties will keep each other informed and give notice to the other parent of the activities and appointments of the child. The parents will notify each other of any special events involving the child such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible and participate fully.

5. Decisions: Minor and day-to-day decisions and emergency medical decisions will be made by the parent exercising parent-time. The parties shall have a good-faith discussion on all major decisions in the child's life prior to a decision being made regarding health, safety, religion, and education.

6. Dispute Resolution: If the parties disagree on a major decision regarding the child, the parties will first consult with an appropriate professional or relevant individual about the issue - doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, then

a. Religious decisions will be made by the child when 18 years of age

b. Medical decisions will be deferred to the recommendations child's doctor(s); and

c. School placement will be that the child will remain in her current school and feeder school, unless the parties agree otherwise in writing.

d. Additionally, either party may bring a joint legal issue to the court for review by filing a motion. The court will consider the issue on a best interest standard.

7. Educational Plan: Both parents shall have access to the child during school and authority to check the child out of school on his or her custodial days. The parties will obtain separate passwords for any school website so each can access events and schoolwork online. The party with the minor child in his/her care will be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time.

8. Contact Information: The parties will keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change.

9. Communication between Parents: All communication between the parties shall be civil in nature. Communication regarding the minor child will be directly between the parents and will not involve third parties. Medical emergencies should be communicated immediately to the other parent by whatever means possible to reasonably alert the other to the situation as soon as possible.

10. Communication with Child: Communication between a parent and the child (phone, Facetime, texting and other forms of electronic communication) shall be at reasonable

hours, for a reasonable duration, and shall be unmonitored. The child may initiate contact with either parent at any reasonable times and durations.

11. Travel: When the minor child is traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent-time shall notify the other parent in advance of the travel with the following information: (a) travel dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. See Utah Code 81-9-202(19).

12. Physical Custody: The parties will be awarded joint physical custody of the minor child with equal parent-time on a schedule as the parties may agree. If the parties are unable to agree, parent-time will on a week-on/week-off basis with exchanges Sundays at 8:00 PM.

13. Holiday Parent-time: Holidays shall be as the parties may agree. If the parties are unable to agree, the parties will use holiday schedule in Utah Code §81-9-303 as summarized and modified as follows (small holidays removed):

Holiday	Holiday Time Period	Odd Years	Even Years
Spring Break:	(1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Father	Mother
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 8:30 p.m.	Mother	Mother

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 8:30 p.m.	Father	Father
Independence Day:	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Father	Mother
Pioneer Day:	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Mother	Father
Fall Break:	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Father	Mother
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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Mother	Father
Thanksgiving:	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Mother	Father
Winter Break (First Half):	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Father	Mother

Winter Break (Second Half):	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Mother	Father
Day of Minor Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Mother	Father
Day Before or After Minor Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Father	Mother

14. Summer Parent-time: Extended parent-time during the summer will follow the week-on/week-off schedule, except once per summer either party may take a 2-week period as extended summer parent-time. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended summer parent-time as follows:

- a. Priority in odd-numbered years: the Mother shall provide notice to the Father by May 1, and the Father shall provide notice to the Mother by May 15; and
- b. Priority in even-numbered years: the Father parent shall provide notice to the Mother by May 1 and the Mother shall provide notice to the Father by May 15.
- c. Failure to Timely Comply: If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.
- d. First to Comply has Priority: If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

15. Exchanges: The parties will share transportation for parent-time exchanges as the parties may hereafter agree. If the parties are unable to agree, and so long as the parties live within 25 miles of each other, the exchanges will be by the “receiving parent” on Sunday evenings at 8:00 PM. The “receiving parent” is the parent whose parent-time is starting.

16. Moves: The parties have joint physical custody, and therefore, the provisions of Utah Code 81-9-209 do not apply. As such, absent a written agreement of the parties, a parent desiring to relocate the child to a distance that makes joint physical custody unworkable or impractical, that parent must file a petition to modify seeking court assistance for custody and parent-time.

17. The parties should share joint legal custody of the minor child pursuant to the following parenting plan which is proposed in good faith:

*****BEGIN PARENTING PLAN*****

18. The objectives of this parenting plan are to:
- a. provide for the child’s physical care;
 - b. maintain the child’s emotional stability;
 - c. provide for the child’s changing needs as the child grow and mature in a way that minimizes the need for future modifications to the parenting plan;
 - d. set forth the authority and responsibilities of each parent with respect to the child consistent with the definitions outlined in the statute;
 - e. minimize the child’s exposure to harmful parental conflict;

f. encourage the parents, where appropriate, to meet the responsibilities to their minor child through agreements in the parenting plan rather than relying on judicial intervention; and

g. protect the best interests of the child.

MUTUAL RESTRAINTS

19. Disparaging: Both parties shall be restrained from demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent in the presence of the minor child or on social media. As used in this subparagraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.

20. Mutual Respect: The parties shall be supportive and respectful of the other parent in the presence of the minor child.

21. No Involvement in Legal Case: Both parties are restrained from discussing any legal or financial issues in this case with the child.

22. Not Use Child as Messengers: The parties will not use the child to send messages to the other about parent-time arrangements, parent-time adjustments, or related to financial issues, but will discuss such issues directly with one another and outside the presence and hearing of the child.

23. Undue Influence: Both parties are restrained from attempting to influence the child's preference regarding custody or parent-time.

24. Interrogation: Neither parent should question, interrogate or “pump,” the minor child about the other parent’s activities, personal relationships or how the other parent spends his/her time or money.

25. Corporal Punishment: Neither party shall use corporal punishment as a form of discipline on the child.

26. Harassment and Abuse: Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child.

27. Substance Abuse: Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 12 hours prior to or during parent-time with the child.

28. Identity/Credit: Neither party is to use the other party’s name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.

29. Social Media: Neither party is to use the other party’s name, likeness, image, identification, or photographs to post to websites such as Facebook or other web sites, without the other party’s express permission. Any current use or posting of the other party will be removed, unless the other party expressly consents to it remaining posted.

30. Third Parties: Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these subparagraphs and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

*****END PARENTING PLAN*****

CHILD SUPPORT

31. The Father is employed and earns approximately \$10,833 per month. The Mother is employed and earns approximately \$19,530 per month. Effective July 1, 2026, child support is awarded to the Father from the Mother in the amount of \$382 per month pursuant to the child support guidelines. Child support is due one-half by the 5th and one-half by the 20th of each month.

32. Unless the Court orders otherwise, support ends when:

- a. a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
- b. a child dies, marries, becomes a member of the United States armed forces, or is emancipated.

33. Pursuant to Utah Code §81-6-212(5), the parties are notified of their right to modify this child support order after three years from the date of its entry if upon review there is a difference of 10% or more 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. Under Utah Code §81-6-212(3), the parties have a right to modify this child support order at any time 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 ability of a parent to earn; (v) material changes in the medical needs of the child; and (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. In a proceeding to modify an existing award, consideration of natural or adoptive child other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

INSURANCE/MEDICAL EXPENSES

34. Medical and Dental Insurance and Premiums: One or both parents shall provide health care coverage for the medical expenses of their minor child if such coverage is available to a parent at a reasonable cost. The parent who can secure the best coverage at the most reasonable cost should do so. Each parent shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the child's portion of insurance. See Utah Code 81-6-208. If, in the future, any child is covered by both parents (or the insurance plan of a future spouse), the coverage of the Father shall be primary, and the coverage of the Mother will be secondary.

35. Medical Out-of-Pocket Costs: Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical, dental, mental health, and orthodontia expenses incurred for the child, including deductibles and copayments. A parent who incurs such medical expenses for the minor child, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of

one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. See Utah Code 81-6-208.

36. Division of Accounts. When a parent is arranging for and making payment for medical, school, childcare or other activities, the parent will request that the provider create separate accounts for each party to pay their respective half of the costs separately. See Utah Code §15-4-6.7.

EXTRACURRICULAR EXPENSES

37. Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment, and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the child attend during his or her parent-time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent-time.

38. School Expenses: Each party shall pay fifty percent (50%) of any required out-of-pocket public-school expenses for the minor child incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days

of payment and shall be reimbursed by the other party within thirty (30) days of receipt of documents of verification.

TAXES

39. The parties already filed joint tax returns for the 2025 tax year. The parties shall file separate tax returns for the 2026 tax year, and thereafter.

a. Beginning for the 2026 tax year, the Father will claim the minor child on his tax returns for the even-numbered tax years; and beginning for the 2027 tax year, the Mother will claim the child on her returns for the odd-numbered tax years.

b. A party's right to claim any child on the tax returns for any particular tax year is subject to being current on all child support obligations by December 31st of the particular tax year. A party's right to claim any child on any tax return for any particular tax year is subject to a party receiving a tax benefit in a particular tax year. If a party cannot claim a child on his/her tax return for a particular tax year, then the other party is automatically entitled to claim the child on his/her return for that year. See Utah Code 81-6-210.

ALIMONY

40. Both parties are capable of providing for his/her own support and therefore, no alimony should be awarded and forever waived.

REAL AND PERSONAL PROPERTY

41. The parties acquired a home and real property located at 9932 N Patriot Dr, Eagle Mountain, Utah 84005. This property is awarded solely to LaDonna, subject to the following provisions;

a. Payment to Zack One-Half Equity: LaDonna shall pay Zack his one-half equity in the home with 90 days of the decree of divorce. The amount of equity payable to Zack at closing shall be the valuation used by the lending institution in the refinance/HELOC process, less the payoff of the existing first mortgage, divided by two. The existing HELOC will not be considered in the calculation for Zack's equity calculation. In addition, if the valuation on the marital home in the refinance process is not acceptable to either party, they will immediately get an appraisal by an agreed upon appraiser paid for by the objecting party. The appraised value will then be used for the equity calculation rather than the bank valuation. If an appraisal is to be obtained in this manner, the time period to pay Zack shall be adjusted to account for the appraisal time period.;

b. Backup Plan: If LaDonna is unable or unwilling to pay Zack his one-half share within 90 days from the entry of the decree in this matter, then the property shall be immediately listed for sale by an agreed-upon realtor. Unless the parties agree otherwise, the property shall be sold "as is." Both parties are to keep each other informed of all offers on the property, and both shall be able to communicate with the sales agent. Both parties will comply with all reasonable requests made by the sales agent in the marketing and sale of the home.

c. Sale Proceeds: When sold, the proceeds of the sale shall be applied as follows: (1) pay expenses and costs of sale; (2) pay off the first mortgage on the property; and, (3) the balance remaining thereafter to be divided equally between the parties. From LaDonna's portion, the HELOC at UCCU will be paid off.

d. Pending Refinance/Sale: Pending the sale of the property, LaDonna shall have exclusive use and possession of the real property and will be responsible for the mortgages, utilities, and any and all other expenses related to this property and shall be responsible for its maintenance and upkeep. If necessary, both parties will cooperate to change over to LaDonna's name on the utilities and other services related to this property as soon as possible, but no later than September 1, 2026.

e. Zack will complete his moveout within 30 days of his receipt of his portion of the equity on the marital residence; or if the home is to be listed for sale, then within 14 days of being listed for sale.

42. Vehicles: Zack is awarded the 2021 Eclipse Camper and the Ford F350 along with any associated debt, insurance, and expenses relating thereto. LaDonna is awarded the 2022 Porsche along with any associated debt, insurance, and expenses relating thereto.

43. Personal Property: All other personal property not otherwise distributed herein shall be distributed as the parties may hereafter agree. If the parties are unable to agree to a property division of items not otherwise distributed herein, the parties will submit the matter to mediation before seeking court assistance.

BANK ACCOUNTS

44. The joint account at Utah First Credit Union shall be awarded to Zack, and LaDonna will sign her name off this account within 30 days of the date of the agreement. There are no other joint bank accounts. Each party is awarded any bank accounts in his or her sole name as his or her separate property, free and clear of any claim of the other.

BUSINESS

45. Zack does not have any interests in any businesses. LaDonna is solely awarded the businesses for which she holds an interest, along with any assets, income, debts or other liabilities—free and clear of any claims by Zack. LaDonna shall hold Zack harmless on any and all debts or liabilities related to this business.

DEBTS

46. LaDonna will remove Zack from the Costco Citicard within 90 days from the date of this stipulation. LaDonna will solely pay the HELOC at UCCU. Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear. Each party will hold the other harmless on the debts ordered to be paid by him or her.

RETIREMENT ACCOUNTS

47. The 401k funds at Capital Group of about \$6,200 is awarded solely to LaDonna. LaDonna's IRA funds at Primerica of approximately \$91,300 shall be divided equally as follows: Fifty percent (50%) of the balance as of the date of the entry of the decree of the divorce plus or minus gains of losses until the actual distribution date, shall be awarded to Zack.

MISCELLANEOUS

48. Former Name: LaDonna shall be granted the right to name change in a final decree, if she so desires.

49. Documentation Cooperation: Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.

50. Mediation: Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be scheduled promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

51. Waiver of Discovery, Trial and Acceptability: For all fully resolved issues above, the parties do not desire to exercise any further discovery rights, nor do they desire a trial to have the court decide these issues and waive such rights. The parties understood that the mediator is not giving legal, tax, or asset valuation advice to either party but is a neutral facilitator only. The parties have the right to advice of legal counsel of his or her own choice before signing the agreement and have received such advice or hereby waive that right.

52. Fair Settlement Disclosure: After consultation with his or her own attorney, both parties agreed that the terms herein are fair and reasonable; they agreed to these terms voluntarily and of his or her own free will; and each does so free from any undue influence, threat, or duress.

53. Miscellaneous Provisions
: The Stipulation of the parties is effective on the date signed by all parties. The agreement resolved all issues pending between the parties.

*****END OF ORDER*****

In accordance with Utah R. Civ. P. 10(e), this Order does not bear a handwritten signature, but instead displays an electronic signature on the first page, along with the Court's seal and the date the order was executed.

CERTIFICATE OF DELIVERY

I certify that on July 2, 2026, I caused to be emailed a true and correct copy of the foregoing to:

Jason Fuller
Attorney for Petitioner
jfuller@moodybrown.com

/s/ David C. Blum