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

IN THE MATTER OF THE MARRIAGE OF	DECREE OF DIVORCE
LARA PACKARD, Petitioner. and. ADAM PACKARD, Respondent.	Case No. 254403095 Judge Roger Griffith Commissioner Marian Ito

The above-captioned matter came on regularly for consideration by the court without hearing. Pursuant to the Stipulation and Settlement Agreement a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Lara Packard is awarded a Decree of Divorce from Adam Packard on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

Provisions Relating to Minor Children

1. Together the parties have two minor children: LP, born November 2023; and MP, born August 2025.

Parenting Plan

2. Co-Parenting Objectives. The objectives of this parenting plan are to (a) provide for the children's physical care; (b) maintain the children's emotional stability; (c) provide for the children's changing needs as the children 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 the parties; (e) minimize the children's exposure to parent conflict; (f) encourage the parties to meet the responsibilities to their children through agreements rather than judicial intervention; and (g) protect the children's best interests.

3. Legal Custody. The court should award joint legal custody to the parties.

4. Physical Custody. The parties should implement a parent-time schedule upon which they agree. If the parties are unable to agree, they should implement the following:

a. Initial Parent-time. Father should have three hours of parent-time with the minor children during the second and forth weekends of each month. In addition, Father should be granted up to three hours of parent time for the children's birthdays and holidays as specified in section 81-9-302 of the Utah Code.

b. Supervised Parent-time Father's parent-time should be supervised by Mother or a mutually agreed upon person until Father completes the following:

i. Obtains an evaluation from a licensed psychiatrist stating that Father is capable of safely and independently supervising and caring for the minor children.

- ii. Obtains an evaluation from a licensed psychologist stating that Father is capable of safely and independently supervising and caring for the minor children.
 - iii. Provides proof that Father has been taking medications as prescribed consistently for 60 days.
 - iv. Notwithstanding (i)–(iii), Mother retains the right to ask Father to be reevaluated; however, if any such evaluation shows Father is capable of safely and independently supervising and caring for the minor children, Mother must reimburse Father for the cost of the requested evaluation.
- c. Unsupervised Parent-time. After Father completes the requirements under paragraph 4(b) (i)–(iii), Father’s parent-time should be every other weekend from Friday after school (or at 9:00 a.m. if the children are not in school) until Sunday evening at 7:00 p.m. In addition, Father should be entitled to a midweek visit from 5:30 p.m. to 8:30 p.m. on a weekday of Father’s advanced selection. Finally, Father should exercise parent-time for holidays and extended parent-time during the summer as outlined in section 81-9-302 of the Utah Code.
- d. Location of Parent-time. Parent-time exercised in accordance with paragraph 4(a)-(b) shall be exercised in the County where the children reside while being supervised. Father’s unsupervised parent-time shall be either within 150 miles of the petitioner’s current residence, or in accordance with parent-time

for the noncustodial parent as outlined in Utah Code 81-9-209 (the “Relocation Statute”).

5. **Overnight Accommodations.** Each party should provide a suitable place for the children to sleep and provide the necessities for the children’s care, including clothes, diapers, food, toiletries, hygiene supplies, and bedding.

6. **Transportation.** The parties should utilize school-to-school exchanges or childcare exchanges where possible. If school-to-school or childcare exchanges are not possible, the receiving parent should provide the transportation from the other parent's residence unless otherwise mutually agreed upon. Both parties should provide or arrange acceptable (non-public or ridesharing) transportation when exchanges are made for parent time. If Father is exercising parent-time under the Relocation Statute or paragraph 4.d., he shall be responsible for all travel costs, except that the parties shall share equally the costs for holiday travel and summer parent-time.

7. **Communication.** The parties should discuss all parenting concerns by text or email and should not use their children to deliver messages. The parties should use phone or text contact for emergencies or changes on the day of the exchange. The parties should be civil with one another. All communication should be limited to issues regarding the minor children or implementation of the divorce decree. Neither party should engage in threats, accusations, name calling, swearing, or uncivil communication.

8. Virtual Parent-time. Each party should be entitled to reasonable and uncensored communications with the minor children via telephone or video call at reasonable times and for a reasonable duration.

9. Drugs and Alcohol. The parties should be restrained from consuming illegal or non-prescribed drugs at any time, or consuming alcohol when the minor children are in his or her care or twenty-four hours prior to parent-time.

10. Travel. When the children travel out-of-state with either parent, all the following should be provided to the other parent at least 24 hours prior to departure:

- a.** An itinerary of travel dates;
- b.** Destination;
- c.** Places where the children and traveling parent can be reached; and,
- d.** The name and telephone number of an available third person who would be knowledgeable of the children's location.

11. Special Events. Special consideration should be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

12. Restraints. The parties should be restrained as follows:

- a.** Both parties should be restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to speaking derogatorily about the other parent in front

of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the children.

b. Both parties should be supportive of the other party's role as a parent. Neither parent should attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interests.

c. Both parties should be restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties should also be restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise “pumping” the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

d. Both parties should be mutually restrained from allowing third parties to do what they themselves are prohibited from doing and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations or should remove the minor children from such circumstances.

e. The parties should not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, inwriting

or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

f. Both parties should be restrained from using the likeness, image or credit of the other party for any purpose.

g. Both parties should be restrained from placing negative posts about the other parent on social media. Both parties should be mutually restrained from allowing third parties to do what they themselves are prohibited from doing and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations or should remove the minor children from such circumstances.

h. Each party should be restrained from allowing the minor children to view or participate in media and activities that are not age appropriate. Each party should use best efforts to ensure that the activities in which the children participate and media the children view is appropriate for the child's age.

13. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of the terms contained herein, they should seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. However, either party may seek emergency relief from the court in the future should an emergency arise, which would make formal negotiation not practical.

14. Activity Costs. Each party should be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred, the costs for which the parties have agreed

in writing to equally share. A party who incurs an expense for a child's extra-curricular activity without receiving prior written agreement from the other parent should be solely responsible for that expense. For agreed-upon costs, the parent who incurs the cost of the activity should provide a receipt or record of the transaction within 30 days and the other parent should pay their half within 30 days of receiving notice.

15. Division of Accounts. According to Utah Code Ann. §15-4-6.7 each party should select for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.

16. Relocation. A party wishing to relocate should provide 60 days' notice to the non-relocating party including, (a) new proposed address; and (b) proposed adjustments to visitation details as necessitated by changes in distance.

17. Emergency Decisions. Each party should have authority to make emergency decisions for a minor child when the children are in a party's physical custody and should then notify the other parent of the emergency as soon as possible.

18. Day-to-Day Decisions. Each party should have authority to make day-to-day decisions for the minor children with the children are in a party's physical custody.

19. Major Decisions. The parties should work together to make major decisions for the minor children, which are major and elective medical procedures, major school decisions, and religious upbringing. If the parties are do not agree on a decision, each should (i) endeavor to understand that other party's perspective, and (ii) should consult with each other and with relevant professionals. If, after steps (i) and (ii) the parties remain at odds, they should attempt

mediation. If mediation is unsuccessful, Mother should have authority to make a preliminary decision subject to Father's right to request that the court review whether Mother's decision was in the children's best interest.

20. Child Support. Mother is employed by EZ Accounting Pro. Mother's gross monthly income is \$3,466. Father is currently unemployed, having lost his job due to recent health issues; notwithstanding, Father should be imputed at a gross monthly income of \$2,500 for six months from the date of the parties' divorce, or until the first month following Father obtaining new employment or disability / unemployment benefits, whichever occurs first. Accordingly, for the first six months following the divorce or until the first month following Father obtaining new employment or disability / unemployment benefits, Father's child support obligation should be \$541/month based upon a sole custody worksheet, beginning the first day of the month following the parties' divorce.

21. As soon as Father is employed or receiving disability / unemployment benefits, Father's child support obligation should be based upon each party's gross monthly income or disability / unemployment benefits at that time, calculated on a sole custody worksheet. Accordingly, such updated child support obligation should commence the first day of the month following the date Father is employed or begins receiving disability / unemployment benefits.

22. However, if Father does not obtain employment or disability / unemployment benefits within six months after the day of the parties' divorce, child support should be recalculated based upon updated income for Mother and Father having a gross monthly income of \$2,943.

23. Child support should be ordered in accordance with Utah Code 78B-12-203.. Each party shall provide written notice to the other party within 14 days of any change in his or her gross income of 15% or more from the income figure used to calculate the then-current child support order, including documentation sufficient to verify the change.

a. The child support will be paid until (1) the minor child reaches the age of majority or graduate High School in the expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 78A-6-801 et seq. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

b. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payers. All administrative fees and costs of income withholding assessed by the Office of Recovery Services will be paid by Father.

c. Child support will be paid in two increments each month; half on the 5th and half on the 20th of each month.

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

25. Health Expenses. Both parties should share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the results by the number of minor children of the parties. Pursuant to U.C.A. 78B-12-212(6), a parent who provides insurance may receive credit against the child support or recover the other parent's portion of the premium.

26. Out-of-Pocket Medical Expenses: Each party should pay half of all reasonable and necessary health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, therapeutic, orthodontic, optical, hospital, dental and other medical insurance coverage and all reasonable and necessary uninsured health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent. Either parent who incurs these out-of-pocket medical expenses for the parties' minor children should provide written verification of the costs and payment of such expenses to the other parent within thirty (30) days of payment, and the other parent will reimburse them within 30 days of receiving verification. Under U.C.A. 78B-12-212(9) and (10), in addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

27. Childcare Expenses. Each party should be responsible and liable for one-half of the reasonable childcare costs actually incurred as a result of the parties' work. Both parties' portions of these childcare costs should be paid directly to the childcare provider in a timely manner. Although parental care of the children is preferred, the parties may utilize surrogate during his or her parent-time. If a party obtains surrogate care, the other party should be provided the contact information for the surrogate provider.

28. Tax Credits/Dependency Exemptions. The parties should equally divide the right to claim the children as dependents and receive related tax credits or benefits for the minor children. Each party should claim and receive benefits for one child each year. When only one child is eligible, the parties should rotate with Mother claiming and receiving benefits in odd-numbered years, Father in even-numbered years. Father's ability to claim the exemption for the minor children should be conditioned on his being current on December 31st of that tax year in his child support obligations to Mother. Upon reasonable advance notice and request, the custodial parent should provide the other parent a signed Internal Revenue Service 8332 form for any year where the noncustodial parent is awarded the child for tax purposes.

Marital Estate

29. Real Property. The parties do not have any real property. No order regarding real property is needed.

30. Personal Property. Each party should be awarded his or her personal items and effects. The 2003 Toyota 4Runner should be awarded to Father. The 2016 Nissan Versa should be awarded to Mother.

31. Bank Accounts. Each party should be awarded the bank accounts each has in his or her own name. Any joint accounts should be divided and closed.

32. Retirement/Investments. The parties are not aware of any retirement or investment interests that need to be divided in this divorce. No order regarding retirement or investment interests is needed.

33. Debts. Each party should be solely responsible for the debt secured by or associated with property awarded to him or her in the divorce and should indemnify and hold the other party harmless therefrom. Mother should be solely responsible for her student loans, Father for his. Each party should be solely responsible for the debts each incurred in his or her own name. Each party should indemnify and hold the other party harmless from debts and obligations him or her. Father shall be responsible for the personal loan from his parents.

34. Deeds & Titles. Each party should cooperate to exchange and sign documents necessary to transfer titles and otherwise effectuate the provisions of the Decree of Divorce.

Miscellaneous

35. Alimony. No party needs alimony. All alimony claims are waived.

36. Divorce Education. Each party shall complete the required divorce education classes.

37. Attorney Fees. Each party should be solely responsible for his or her own legal costs and attorney fees.

38. Former Name. Mother should be returned to the use of her former surname, Lara Anne Horst, if she so desires.

39. Compliance. Each party should comply with the terms and provisions of the Decree of Divorce.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Zacchary Sayer
Zacchary Sayer

Attorney for Opposing Adam Packard

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Lara Packard's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of July 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Zacchary Sayer
zacc@cowdingatewood.com
Attorney for Adam Packard

/s/ Autumn Miller
Autumn Miller
Paralegal for Jeremy Miller