



LAURA D. JOHNSON (#14998)
CLYDE SNOW & SESSIONS
One Utah Center, Suite 2200
201 South Main Street
Salt Lake City, Utah 84111-2216
Telephone (801) 322-2516
Fax (801) 521-6280
Email ldj@clydesnow.com

Attorney for Respondent

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

In the Matter of the Marriage of

CODY RANDY CHARLTON,

Petitioner,

and

LAURIE LUCINDA CHARLTON,

Respondent.

DECREE OF DIVORCE

Case No. 254403247

Judge: Denise M. Porter
Commissioner: Marian Ito

The Court, having made and entered its Findings of Fact and Conclusions of Law, hereby ORDERS, ADJUDGES and DECREES that the bonds of matrimony and marriage contract between the parties are dissolved and the parties are awarded a Decree of Divorce on the ground of irreconcilable differences, to become final upon entry by the Court. The Court further ORDERS as follows:

DIVORCE

1. The parties are granted a Decree of Divorce from each other as provided for by law terminating the marriage of the parties.

2. The parties have consented that a Decree of Divorce may be entered with terms consistent with the terms of their Stipulation and Property Settlement Agreement.

("Agreement").

JURISDICTION, VENUE AND GROUNDS

3. **Jurisdiction.** Petitioner and Respondent (“the parties”) are bona fide and actual residents of Utah County, State of Utah, and have been for more than three months prior to the commencement of this action.

4. **Venue.** Venue is proper in the Fourth Judicial District Court for Utah County.

5. **Marriage Statistics.** The parties were married on December 16, 1999, in Salt Lake City, Salt Lake County, Utah and are now and have been since that time, husband and wife.

6. The parties separated on or about October 17, 2025.

7. A Petition for Divorce was filed on November 21, 2025.

8. **Grounds.** Disagreements have ensued between the parties concerning their marriage and their future together; meaningful communication between the parties has ceased; notwithstanding attempts by the parties to reconcile and resolve their differences, the same have been to no avail and have become irreconcilable making continuation of the marriage under the circumstances impossible. Accordingly the parties should be granted a divorce based on irreconcilable differences, pursuant to Utah Code §81-4-405(1)(h).

CHILDREN

9. **Minor Children.** There are currently two (2) minor children, M.C., born in April 2011; and S.C., born in June 2016. L.C. born December 2007 turned 18 years old in December 2025 and will graduate high school in May 2026.

10. **Jurisdiction.** Utah has jurisdiction over the custody and parent-time issues in this case. The parties’ minor children have resided in Utah County, State of Utah, for the past six (6) months, and Utah is the home state of the minor children.

CHILD CUSTODY AND PARENT TIME

11. Custody. The parties are awarded joint physical and joint legal custody of the minor children.

12. Parent-Time. The parties shall follow the parent time schedule found in Utah Code Ann. § 81-9-305 on an equal parent-time schedule based on a week on, week off schedule, with parent-time exchanges occurring on Sunday evenings at 7 p.m.

13. Holiday parent-time shall take place as the parties agree. If the parties cannot agree, then the parties shall follow Utah Code § 81-9-305 as applicable, with Petitioner designated as the noncustodial parent. The parties have stipulated that the holidays schedule table may be incorporated into the Decree of Divorce.

14. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If after engaging in a meaningful discussion with each other about a major decision the parties do not mutually agree, the parties will seek the advice of an expert in the field (e.g., Doctor for medical decision). If they cannot come to an agreement after obtaining input from an expert relevant for that particular decision, the parties will participate in mediation with a mutually agreed upon mediator with the parties equally dividing the cost of mediation. In the event the parties are still unable to agree regarding the children after following the dispute resolution process herein, the parties shall have the option to file a motion with the Court to have the issue addressed accordingly. Neither party shall have final say. Both parties shall have the

authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care. Each party shall have the right to treat the children for emergency medical needs, and will provide the other party notice of the emergency as soon as reasonably possible.

15. Right of First Refusal. In the event a party is unable to personally care for the minor children for an overnight period, that party shall offer the other party the opportunity to provide the child-care before surrogate child-care is secured. The party exercising the right of first refusal shall provide transportation to exercise the parent-time.

16. Each party shall have absolute and complete access to all educational and medical records of the children. Each party shall be listed as a parent for the purposes of school/daycare contact or medical care provider contact. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities and other contact information that allows the other parent to participate in the children's lives. Both parents shall provide notice to the other parent of issues relating to any illness or accident or other circumstance that affects the children's health and welfare, as soon as reasonably possible. Both parties shall have open access to contact the necessary persons or entities so that the party will be notified of significant activities of the children, whether related to education, sports, arts, extra-curricular activities, church or other activities and events in which the children participate so that both parents may attend or participate.

17. Pursuant to Utah Code Annotated §81-9-203, *et. seq*, the following provisions are in the best interest of the parties' minor children, and the parents have agreed to follow them as part of their Parenting Plan as follows:

- a. The visitation and parent-time schedules as set forth herein shall be adhered to in order to maximize the continuity and stability of the life of the parties' minor children.
- b. Special consideration shall be given by each parent to make the parties' minor children available to attend family functions including funerals, weddings, family reunions, important ceremonies, and other significant events in the lives of the parties' minor children or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- c. The parent commencing parent time shall be responsible for the transportation of the minor children. Parent time exchanges shall occur at school pick up/drop off when possible. In the event parent time exchanges occur at either parent's home, the exchange shall occur curbside or in the driveway.
- d. The children's clothing and items they bring with them for parent time shall be returned with them at the conclusion of each parent-time visit.
- e. The delivering parent shall have the minor children ready at the time they are to be picked up.
- f. If due to emergency circumstances, a parent will be late or is unable to be present to pick-up or deliver the children, then that parent shall notify the other as soon as possible to advise them and make appropriate alternate arrangements.

- g. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-order.
- h. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parents shall be entitled to attend and participate fully. These events shall also be added to the parties' shared calendar.
- i. Each parent shall provide the other with a current address and telephone number within 24 hours of any change.
- j. Each parent shall be awarded liberal unmonitored telephone and virtual parent-time, with the minor children during reasonable hours and for a reasonable duration taking into account the minor children's respective schedules. The children will be allowed to call either parent at any time. Neither parent shall ask the minor children to contact the other parent to make a request, ask permission for an upcoming event, extend parent time, or seek information. Neither parent will have the minor children relay messages to the other parent on their behalf. The children can call the other parent at any time and the parents can limit the minor children's cell phone use with friends, as a form of punishment; however, neither parent can limit the minor children's cell phone use with the other parent (e.g. the parents can remove apps or prohibit the minor children from texting/phoning friends, but they cannot prohibit them from contacting the other parent or the duration of the calls (however, each parent may enforce reasonable telephone rules in their households, e.g. no phones during meals)).

- k. Each parent shall support the other parent in their respective parenting role.
- l. The parties shall trade favors and considerations involving the children, as needed and within reason. This will encourage cooperation and flexibility in the parties' parenting relationship.
- m. The parties shall recognize it is important for the children's emotional well-being that they hold the other in high esteem as a parent in their conversations with the children.
- n. The parties shall leave the past in the past to the fullest extent possible. The parties shall continue working together and utilize the other as a resource for the successful rearing of the children.
- o. **Travel with the Minor Children.** Pursuant to Utah Code Ann § 81-9-202(19), for emergency purposes, whenever the minor children travel out-of-state with either party, all of the following shall be provided to the other parent: (i) an itinerary of travel dates; (ii) destinations; (iii) places where the children or traveling parent can be reached; and (iv) the name and telephone number of an available third person who would be knowledgeable of the children's location. Each party will notify the other party in advance of all upcoming out-of-state planned travel.
- p. **Relocation.** If either party moves more than 50 miles away, the parties shall comply with the provisions of Utah Code Ann. § 81-9-209, as it pertains to parent-time and travel expenses, including providing 60 days' advance written notice of the intended relocation to the other parent. The written notice shall contain statements affirming that (i) the parties' parent time schedule as set forth

herein will be followed, and (ii) neither parent will interfere with the other's parental rights as set forth herein. Prior to instituting court action regarding the relocation, the parties shall comply with the dispute resolution provisions provided herein. Neither parent anticipates a move at this time.

- q. **Education.** The parties agree that the children will continue to attend the current schools where they are enrolled and the feeder schools within their current school boundaries.
- r. **Mutual Restraining Orders.** The parties shall comply with the following mutual restraining orders:
 - i. Each party is enjoined from making disparaging comments about the other party, or permitting a third party from making disparaging comments about the other party, in the presence of the minor children.
 - ii. Each party is enjoined from discussing the issues of this divorce action or the terms of this Agreement with the minor children.
 - iii. In the event the parties have to communicate about the children, the parties shall at all times and in all communications remain civil with each other and not harass, threaten, demean or belittle each other. The parties shall refrain from making derogatory or disparaging comments about or to the other parent at all times, and especially when within the hearing of the children.

- iv. The parties shall ensure the children are insulated from adult-related matters and adult-related decisions and will not include the children in the decision-making process.
- v. The parties shall never act or speak in a way that might diminish the love and affection of the children toward the other parent, regardless of the truthfulness of the allegation. The parties shall not allow third parties to do that which they themselves are prohibited from doing.

CHILD SUPPORT

18. For purposes of calculating child support, Petitioner's gross monthly income shall be set at \$25,166.

19. For purposes of calculating child support, Respondent's gross monthly income shall be set at \$7,795.

20. Commencing May 1, 2026, and based on a joint physical custody worksheet, calculating the amount using two (2) minor children rather than three (3) minor children given that L.C. will graduate from high school in May 2026. Therefore, Respondent is awarded child support from Petitioner in the amount of \$1,114 per month and continuing each month thereafter until the minor children attain the age of eighteen (18) years and graduate from high school with their regular class, if later, or otherwise the children become emancipated, at which time child support shall cease.

21. Petitioner shall pay his child support obligation to Respondent in no more than two equal installments payable no later than the 5th and 20th days of each month until the minor

children become eighteen (18) years of age, or through the end of the month of the minor child's normal and expected date of graduation from high school, whichever occurs later.

22. Automatic income withholding of Petitioner's child support obligation shall not be implemented at the present time. In the event Petitioner becomes more than 30 days delinquent in the payment of his child support obligation, automatic income withholding may be implemented.

23. The amount of child support may be reviewed and modified pursuant to the provisions of Utah Code Ann. § 81-6-212.

INSURANCE, MEDICAL EXPENSES AND CHILD CARE

24. Whichever party acquires a health insurance policy that is more cost-effective for the parties, then that party shall be responsible for maintaining the health insurance coverage on behalf of the minor children, so long as it is available to them at reasonable cost. Both parties shall share equally the out-of-pocket cost of the premium actually paid for the child's portion of insurance, which portion of the premium is a per capita share of the premium actually paid. The premium expense for the children shall be calculated by dividing the premium amount by the number of people covered under the policy.

25. All medical, health, orthodontic, dental, and optical expenses not covered by insurance and incurred for the parties' minor children shall be equally divided between the parties.

26. On a regular basis, but in no event less than every thirty (30) days, the parties shall provide the other with verification in the form of canceled checks, statements, receipts, or invoices for all unreimbursed medical care expenses. Upon receipt of said verification, each

party shall reimburse the other within thirty (30) days for all properly documented unreimbursed medical care expenses.

27. The parties shall be responsible for their work-related childcare costs for the parties' minor children. The parties agree to continue utilizing their adult child to assist with childcare with the parties equally dividing the costs.

SCHOOLING AND EXTRACURRICULAR ACTIVITIES

28. The parties shall each satisfy one-half (1/2) of any out-of-pocket educational expenses for the parties' minor children (i.e. registration, books, required supplies, lunch fees, etc.). The party incurring the out-of-pocket expense shall provide verification to the other party within thirty (30) days of incurring the expense. Upon receipt of said verification, that party shall reimburse the other within thirty (30) days.

29. Each party shall assume one-half (1/2) of any out-of-pocket expense for the minor children's extracurricular activities. The party incurring the out-of-pocket expense shall provide verification to the other party within thirty (30) days of incurring the expense. Upon receipt of said verification, that party shall reimburse the other within thirty (30) days.

ALIMONY

30. Petitioner shall pay Respondent alimony in order to maintain Respondent's standard of living which she enjoyed during the marriage.

31. Respondent is awarded alimony from Petitioner in the amount of \$4,267 per month beginning May 1, 2026 and ending on May 31, 2039 (half the length of the marriage). Alimony shall be terminable upon death of either party, or remarriage or cohabitation of the recipient spouse.

32. Given the child support and alimony obligations herein, Petitioner shall pay Petitioner a total sum of \$5,381 per month to reflect a total support payment, with one portion being paid on the 5th day of the month and the other portion being paid on the 20th day of the month.

33. Given the property settlement herein, the parties waive any past claims against the other for past due support, or contribution for out of pocket medical expenses, or health insurance premiums.

PROPERTY AND DEBT DISTRIBUTION

34. During their marriage, the parties acquired certain real and personal property and incurred certain debts and obligations which shall be divided and allocated between the parties as described below.

REAL PROPERTY

35. During the parties' marriage, the parties acquired real property located at 854 South 1100 West Spanish Fork, UT 84660 (the "marital home").

36. The parties have agreed that the current fair market value of the marital home is \$730,000. In connection with the transfer of the marital home, Respondent shall pay Petitioner a total of \$40,000 no later than twelve (12) months after entry of the Decree of Divorce as a full and final property settlement regarding Petitioner's equity in the marital home. Upon receipt of the property settlement payment, Petitioner will execute a Quit Claim Deed transferring his ownership interest in the marital home to Respondent.

37. The marital home is awarded to Respondent without any claim from Petitioner and holding Respondent harmless thereon, subject to the property settlement payment set forth

below. Commencing May 1, 2026, Respondent shall be solely responsible for all costs associated with the marital home, including but not limited to the mortgage, insurance, maintenance, and property taxes. In the event Respondent is more than thirty (30) days delinquent in making the mortgage payment, and so long as Petitioner is current on his support obligations, then Petitioner can make the payment on Respondent's behalf and reduce the amount from his total support obligation to Respondent.

38. In the event the property settlement payment is not paid to Petitioner within twelve (12) months of entry of the Decree of Divorce, and Respondent has not removed Petitioner from the mortgage obligation, the parties shall immediately list the marital home for sale with a mutually agreed upon realtor. The parties shall follow the advice of the realtor with respect to the list price, price reductions, and necessary repairs. Upon the sale of the marital home, the parties will divide the proceeds as follows:

- a. First, the first and second mortgages shall be extinguished;
- b. Second, the parties shall pay the cost of sale;
- c. Third, Petitioner shall be awarded \$40,000 as his share of the equity and the remaining proceeds shall be awarded to Respondent.

39. During the parties' marriage, Petitioner inherited ten (10) acres of vacant land, located in Duchesne, Utah, more particularly described as follows: The Southwest quarter of the Northwest quarter of Section 12, Township 3 South, Range 6 West, Uintah Special Meridian (the "Duchesne property").

40. The Duchesne property is awarded to Petitioner without any claim from Respondent and holding Petitioner harmless thereon. Commencing May 1, 2026, Petitioner shall

be solely responsible for all costs associated with the Duchesne property, including but not limited to the mortgage, insurance, maintenance, and property taxes.

41. Both parties shall sign whatever documents are necessary to transfer title of any of the property awarded to the parties herein which are necessary to implement the Decree of Divorce.

PERSONAL PROPERTY

42. Each party is awarded his or her own separate personal property, including all personal property brought into the marriage or received during the marriage by gift, inheritance, or devise. Each party is awarded their own personal items and effects. All other items remaining in the garage shall be divided as the parties agree. If they cannot agree, they shall return to mediation.

43. All separate property shall remain the separate property of that party.

VEHICLES

44. Petitioner is awarded the following vehicle(s), along with any related debt or obligation, free and clear from any claim by Respondent, and he shall hold Respondent harmless therefrom:

- a. 2020 Ford F150

45. Respondent is awarded the 2023 Kia Telluride, along with any related debt or obligation, free and clear from any claim by Petitioner, and she shall hold Petitioner harmless therefrom.

46. The parties have stipulated and agreed that the 2019 Infiniti QX60 shall be awarded to and title transferred to their adult child Kennady Kimball and the 2016 Honda CRV shall be awarded and title transferred to their adult child Logan Charlton.

FINANCIAL ASSETS

47. Petitioner is awarded his premarital, gifted or inherited financial accounts, and the following marital financial accounts free and clear of any claim from Respondent:

- a. MACU Checking (5185);
- b. MACU Savings (5185);
- c. MACU Checking (0383); and
- d. MACU Savings (0383).

48. Respondent is awarded her premarital, gifted or inherited financial accounts, and the following marital financial accounts free and clear of any claim from Petitioner:

- a. MACU Checking (2945);
- b. MACU Savings (2945);
- c. MACU Checking (6431); and
- d. MACU Savings (6431).

49. The parties have filed their 2025 income tax returns and previously divided the refund received between the parties. The parties shall file their income tax returns for 2026 and thereafter, separately. The parties shall equally share the children for child tax credit purposes with each party claiming one child so long as there are two (2) children, with Petitioner claiming M.C. and Respondent claiming S.C., and alternating the remaining minor child when there is one

(1) child remaining, so that Petitioner claims S.C. in odd numbered years and Respondent claims S.C. in even numbered years.

50. The parties' various tax-deferred and retirement assets are divided as follows:

- a. Petitioner is awarded his Lincoln/San Juan 401k and "Protective" accounts as his sole and separate property with no claim by Respondent.
- b. Petitioner is also awarded the HSA account with no claim by Respondent.
- c. Respondent is awarded her T. Rowe Price 401k as her sole and separate property with no claim by Petitioner.
- d. The parties shall equally divide the funds in Petitioner's Utah Retirement System pension according to the Woodward formula, with each party equally sharing the cost associated with dividing the account for the preparation of a QDRO. The parties shall use an agreed upon provider to prepare their necessary documentation for division with each paying one-half of the cost. Each party will cooperate in giving information or signing documentation needed within 3 business days of the document/information or signature being requested by the provider preparing the QDRO. It is anticipated this transfer will be completed within 60 days of entry of the Decree of Divorce.

DEBTS AND OBLIGATIONS

51. Petitioner shall be solely responsible for the following debts, holding Respondent harmless therefrom:

- a. Personal Student Loan;
- b. MACU credit card (0383).

52. Respondent shall be solely responsible for the following debts, holding Petitioner harmless therefrom:

- a. American Express Delta Skymiles credit card; and
- b. MACU Visa Platinum (6431).

53. If applicable, the parties shall cooperate to remove the other as an authorized user from any credit cards either party is awarded/responsible for herein.

54. Each party shall be solely responsible for any debt incurred in his or her name since the parties' separation and shall hold the other party harmless therefrom.

ATTORNEY FEES

55. The parties shall pay their own attorney fees associated with the divorce action.

MISCELLANEOUS

56. Respondent will complete the Charlie Health Virtual Intensive Outpatient Program and provide verification through counsel upon completion, unless her individual therapist, Rachel Reeves, finds the program to not be beneficial and then Respondent will complete a treatment program recommended by Rachel Reeves.

57. Neither party shall use the other party's likeness, picture, name, identification, or credit to obtain credit, open an account for any service, or obtain any other service, or for any other purpose.

58. The parties are restrained from posting about the other party or the divorce proceedings on any form of social media or otherwise engaging in similar conversations on any social media platform and shall not permit third persons to do what they are prohibited from doing.

59. Each party is restrained from harassing, annoying, or otherwise bothering the other party.

60. The parties are restrained from contacting the other party in excess; communication shall be via text message or email, except in case of emergencies, and shall be cordial.

61. Respondent shall be restored to the use of her maiden name, Laurie Lucinda Larsen, if she so desires.

62. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree entered in this case by the Court.

63. Each party is ordered to provide a certified copy of the final Decree of Divorce and any modifications to all creditors pursuant to Utah Code Ann. § 81-4-501(4) and Utah Code Ann. § 15-4.6.5 and to effectuate compliance with these statutes.

IT IS SO ORDERED.

** In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Decree of Divorce does not bear the handwritten signature of the Judge, but instead display an electronic signature at the upper right-hand corner of the first page of this Decree of Divorce. **

Approved as to form
this 22nd day of June, 2026.

/s/ *Daniel McKay

DANIEL MCKAY

Attorney for Petitioner

**Signed by Laura D. Johnson with
permission of Daniel McKay*

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of June, 2026, I caused the foregoing **Decree of Divorce** to be served upon the following counsel via electronic mail:

Daniel McKay
Attorney for Petitioner

/s/ Aubrey Boneck
Legal Assistant