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Attorney for Starr Stratford

IN THE FOURTH DISTRICT COURT
WASATCH COUNTY, STATE OF UTAH

In the matter of the marriage of:

STARR STRATFORD,
Petitioner,

and,

CALDER STRATFORD,
Respondent.

DECREE OF DIVORCE

Civil No: 264500058

Judge: Jennifer A. Mabey

The Court, having received and reviewed the file on record, having received the Declaration of Jurisdiction and Grounds of Petitioner, and also having received and entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, does hereby **ORDER, ADJUDGE, and DECREE** as follows:

DIVORCE

1. The parties are awarded a Decree of Divorce upon the grounds of irreconcilable differences, and the bonds of matrimony now and heretofore existing between the parties

should be dissolved. The divorce shall become final upon entry by the Clerk of the Court.

CUSTODY AND PARENT TIME

2. The parties shall share joint legal custody of the minor children. Each parent has the right to make day-to-day and emergency decisions concerning their children while the child is in the care of that parent. For decisions affecting the general welfare of the children, the parents shall cooperate and work together to make joint decisions that are in the best interest of their children. If a party fails to respond within seven (7) days to a written request to confer on a joint legal custody decision, the party requesting the conference may make a decision. In the event of a dispute over major parenting decisions, the parties shall discuss the issue, consult professionals if necessary, and if they cannot agree, they shall attend mediation before bringing the issue before the court for a decision.

3. The parties shall share joint physical custody of the minor children, with the Petitioner shall be designated as the residential parent.

4. S.M.S. is currently seventeen (17) years old, and the child may determine which parent's home she stays in and the amount of parent time she spends with each parent.

5. Parent time with A.P.S. shall be as the parties agree. If the parties do not agree, the parent time shall be week on/week off with exchanges taking place on Sundays at 8:00 p.m. If Calder is working, then A.P.S. shall go to Petitioner's house.

6. The holiday and summer parent time schedule shall be as the parties agree. If the parties cannot agree, the holiday and summer parent time schedules shall be pursuant to Utah Code Annotated § 81-9-302, with the Petitioner being designated as the custodial parent for purposes of interpreting the statute.

PARENTING PLAN

7. The party who is not exercising his/her physical parent-time with the minor children shall be entitled to reasonable virtual parent-time for a reasonable duration.

8. The parties shall be equally responsible for any extracurricular fees and costs for any activities approved by both parents in writing. Before enrolling the children in an activity, the parties shall discuss the activity and any potential associated cost. Either parent may still enroll a child in an activity to which the other parent does not consent, but the non-consenting parent shall not be required to pay half of the costs therefore and the activity shall not conflict with the non-consenting parent's parent-time. Currently A.P.S. is enrolled in Karate and the parties shall split the cost.

9. The parties shall adopt the advisory guidelines of Utah Code Annotated §81-9-202 and adopt those provisions into this parenting plan and will become familiar with it and abide by these guidelines.

10. The parties shall do parent time exchanges by dropping off the child at the other parents' house at the end of their parent time.

- 11.** The parties and anyone connected to the parties (i.e. girlfriend/boyfriend, significant other, spouse, family member, friend), shall not enter the other party's place of residence without the direct written permission from the other party.
- 12.** In the instance that either party is in need of surrogate care for twenty-four (24) hours or more, then the parent requiring surrogate care shall contact the other parent within a reasonable time before the need of surrogate care and offer the other parent the ability to provide personal care.
- 13.** If either party takes the minor children out of the State of Utah, that party shall provide other party a copy of his or her itinerary as soon as the travel is scheduled.
- 14.** If a party wishes to move 150 or more miles from the other party, the relocating party shall provide written notice to the non-moving party as identified in Utah Code Annotated § 81-9-209 (2024) and the parties shall attend mediation to address the issues of custody, parent-time and transportation.
- 15.** The parties shall make a good faith effort to make the children available to one another for extended family functions, significant life events, and holiday celebrations.
- 16.** The parties shall respect their children by communicating primarily with one another directly rather than making the child a messenger between them. The parties shall not ask the children to keep secrets from the other parent. The parties shall not drill/question the child about the other parent or use the child to get information about the other parent's personal life. The parties shall not disparage or degrade the other parent or allow a third party to disparage or degrade the other parent while in the presence of the

minor children and shall in all ways encourage a positive perception of and relationship with the other parent and any significant other with whom they may become involved. The parties shall treat each other with dignity and respect.

CHILD SUPPORT

17. Based on a joint custody worksheet, with Starr receiving 183 overnights and with Calder receiving 182 overnights and considering his gross monthly income of \$9,026.00 per month (based on 2025 taxes), and Starr's income of \$3,432 (based on paystub) per month, Calder's child support obligation shall be \$454.00 per month, and commence on August 1, 2026.

18. Calder shall make the child support payments directly to Starr through a mutually agreed upon means or direct transfer between bank accounts. Either party may request that the Office of Recovery Services be involved in the collection of child support payments.

19. Calder shall pay child support for the parties' minor children until such time as the child reaches the age of eighteen (18) or graduates from high school through a regular course of study, whichever occurs later, or until such time as the child is otherwise emancipated prior to the age of eighteen (18) years old.

20. The parties shall notify each other within thirty (30) days of any change to their income.

MEDICAL AND DENTAL EXPENSES

21. The parties shall provide health care coverage for the medical expenses of their dependent children as defined by 78B-12-102 (2021). Currently, the children are covered by Calder's policy.

22. The parties shall share equally all medically necessary expenses for the child, including, but not limited to, premiums, copays, deductibles, and all other out-of-pocket expenses.

23. The parties shall equally share all costs associated with elective medical and/or dental services/procedures for the children upon which they agree in advance. If the parties disagree on a service or procedure, they shall follow their dispute resolution plan outlined under the joint legal custody provisions above. If either party chooses to move forward with the procedure/service without (i) a written agreement signed by both parties; or (ii) a Court order, the party allowing the procedure/service to occur shall bear the cost in full.

24. The party who is paying for health care expenses shall provide the other party written verification of the cost and payment within thirty (30) days.

25. **Notice to Medical Expense Creditors:** Pursuant to Utah Code Annotated §§15-4-6.7, 30-2-5, and 30-3-5(1)(c) (1953 as amended), when a court order has been entered providing for payment of medical expenses of the minor children pursuant to Utah Code Annotated. §§30-3-5, 30-4-3 or 78- 45-7.15 (1953 as amended) or an administrative order under §62A-11-326, a creditor who has been provided with a copy of the order may not

make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order.

- 26.** Therefore, the party that paid her/her portion of the medical expenses should:
- a. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child;
 - b. Notify the particular creditor of the other parties' current address;
 - c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under §70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14 Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

REAL PROPERTY

27. Calder shall be awarded title and possession of the property located at 575 N. Center St. Midway, UT 84049. Calder shall be responsible for all mortgage payments and expenses associated with this property.

28. Starr shall be awarded title and possession of 195 N. 300 W. Midway, UT 84049. Starr shall be responsible for all mortgage payments and expenses associated with this property.

- 29.** The parties shall remove the other party from the mortgage associated with the property they were awarded within six (6) months from the entry of the decree divorce. The parties will quit claim their interest in the property to the other within six (6) months or sooner if it is requested in order to remove the other from their mortgage. Neither party shall be in breach of this provision if a timely mortgage assumption/refinance is delayed solely due to lender processing, provided they continue to diligently pursue it.
- 30.** Calder shall be awarded 100% of the Deep Creek Real Estate Investment LLC as part of the parties global property settlement. Starr expressly waives any present or future ownership interest, distributions, profits, appreciation, sales proceeds, capital calls, management rights, voting rights, or any other similar claim.

DEBTS

- 31.** The parties shall each be responsible for their individual debts in their sole names.
- 32.** Calder shall be responsible for the debt owed for the architectural design services.
- 33.** Starr shall be responsible for the debt owed to her parents.
- 34.** The parties shall be responsible for the mortgage associated with the property they were awarded.
- 35.** If a joint debt is later discovered, it shall be the responsibility of the individual who incurred the debt.

PERSONAL PROPERTY

- 36.** The parties personal property shall be divided as follows:
- a. Calder shall receive:

- i. The 2013 Audi A3 TDI
- ii. 2003 Dodge Ram 2500
- iii. FWC Hawk Custom Popup Camper
- iv. Bristol Channel Cutter
- v. Snowmobile
- vi. Scissor Lift
- vii. Shop Equipment and Tools
- viii. Any other household and person items currently in his possession,
not otherwise listed in these provisions.

b. Starr shall receive:

- i. The 2023 Kia Sportage
- ii. The Golf Cart
- iii. Volvo FE6 Dump Truck
- iv. The Piano
- v. Any other household and personal item currently in her possession.

37. The parties shall continue to share the 2011 VW Jetta for their daughter's use and can transfer title to her when she is over eighteen (18) years old.

38. Starr may obtain the following items from the marital residence:

- a. One shovel, one rake, one hose, one pair of garden clippers
- b. Small portable air compressor
- c. One orbital sander

- d. One hand saw
- e. One small brad/nail gun
- f. One vice grip
- g. Two clamps
- h. Oak Slats
- i. Big Agnes four man tent
- j. Floral serving tray with matching coasters
- k. Trampoline
- l. Flower starts from the yard (these flowers will need to be obtained in the fall)

FINANCIAL ACCOUNTS

39. On July 14, 2026, the parties shall equally divide and then close the following accounts, which are valued as of July 13, 2026:

- a. Schwab Brokerage Account
- b. Schwab Checking
- c. Zions Joint Checking
- d. Zions Joint Saving
- e. Zions Rental Checking

40. The parties shall be awarded any other account that may be held in their individual names.

RETIREMENT ACCOUNTS

41. As part of the parties' property global settlement, Starr shall be awarded all of the retirement accounts, which consists of the Principal IRA and Voya 401(k)'s in her name and the Charles Schwab 401(k) in Calder's name. For Calder's Charles Schwab 401(k), Starr shall receive the account balance as of July 13, 2026, adjusted only for passive investment gains or losses through the date of transfer. Any employee contributions, employer matching contributions, loan repayments, or other additions made after July 13, 2026, shall remain Calder's separate property. The retirement account transfer to Starr, whether through a QDRO or otherwise, shall be completed within ninety (90) days from the entry of the Decree of Divorce. The parties shall use Rori Hendrix to prepare the QDRO's (if necessary) and to split her cost 50/50.

ALIMONY

42. As part of the global property settlement, no alimony shall be awarded now or in the future.

GLOBAL PROPERTY SETTLEMENT

43. In order to equalize the division of property and in consideration for waiving alimony Starr shall be awarded 100% of the retirement accounts and Calder shall pay Starr an additional \$70,000 within ninety (90) days from the entry of the Decree of Divorce. The retirement transfer and the \$70,000 payment constitute the complete and final property equalization and consideration for the alimony waiver.

TAXES

44. The parties shall file separate income taxes for the 2026 tax year and thereafter. Calder shall claim A.P.S. each year and Starr shall claim S.M.S. each year. When there is only one minor child remaining, the parties shall alternate claiming A.P.S. with Calder claiming the child in odd numbered years and Starr claiming the child in even numbered years.

MISCELLANEOUS

45. If she chooses to do so, Starr shall be allowed to be restored to her maiden name, Starr Peterson, or any other name she desires.

46. The parties shall sign all documents necessary to comply with the divorce decree within sixty (60) days from entry of the decree. If a party fails to sign a document within sixty (60) days, the other party may ask the court to appoint someone to sign the document pursuant to Utah Rules of Civil Procedure 70.

47. Each party shall pay their own attorney fees.

48. Except as expressly provided in the Agreement, each party releases all property, reimbursement, equalization, debt allocation, attorney fees, and spousal support claims arising from the marriage.

**END OF DOCUMENT – COURT SIGNATURE AND DATE APPEAR AT THE TOP OF
FIRST PAGE**

APPROVAL AS TO FORM:

Electronically signed with permission

/s/Marie Bramwell

Marie Bramwell
Attorney for Respondent

RULE 7 NOTICE

Please be advised that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, if you wish to file an objection to the form of the proposed order, you must do so within 7 calendar days after service of the proposed order. The party preparing the proposed order shall file upon being served with an objection or upon expiration of the time to object.

DATED this 3rd day of August 2026.

OLD TOWN LEGAL SERVICES, PLLC

/s/ Lauren Forsyth
Lauren Forsyth
Attorney for Petitioner

CERTIFICATE OF DELIVERY

I hereby certify that on this 3rd day of August 2026, I delivered a true and correct copy of the foregoing via email:

Marie Bramwell

Attorney for Respondent