

The Order of the Court is stated below:

Dated: August 21, 2026
12:25:57 PM

/s/ SEAN PETERSEN
District Court Judge



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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH

In the Matter of the Marriage of:

AMY DEON NOSTROM,
Petitioner,

and

CODY JAMES NOSTROM,
Respondent.

DECREE OF DIVORCE

Civil No. 264402044

Judge Sean Petersen

Commissioner Marian Ito

THE ABOVE-ENTITLED having come before the Court, on a written stipulation of the parties, and an affidavit of grounds and jurisdiction, the Court having taken all matters herein

under advisement, and being fully advised in the premises, having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. DIVORCE: The parties are hereby granted a Decree of Divorce dissolving the bonds of matrimony heretofore existing between the parties. The decree shall become absolute on the date it is signed by this Court and entered by the Clerk.

2. Residency: Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.

3. Marriage Status: Petitioner (Mother) and Respondent (Father) were married on September 30, 2011, in Provo, State of Utah.

4. Grounds: During the course of the marriage the parties have experienced difficulties that cannot be reconciled and that have prevented the parties from pursuing a viable marriage relationship.

5. Children. The following are minor children of the parties:

1. Name	2. Date of Birth
3. JJN	4. June 2016
5. AJN	6. Novem ber 2018

6. Home State. Utah is the home state of said minor children pursuant to U.C.A.

§81-11-201(1)(a). There are no other proceedings involving the minor children.

PARENTING PLAN

7. Physical Custody/Parent time. The parties shall be awarded joint physical custody.

Regular parent-time between the children and each parent shall be at reasonable times and places as the parties may agree, taking into consideration the children's needs and schedules. If the parties cannot agree, they shall follow Utah Code 81-9-305, with Mother's overnights being every Monday and Tuesday from after school or work until the following morning with drop off to school or 9am if school is not in session, and Father's overnights being every Wednesday and Thursday from after school or work until the following morning with drop off to school or 9am if school is not in session. Each party shall alternate weekend parent time from Friday after school until Monday morning with drop off to school or 9am if school is not in session. The following chart illustrates the overnight schedule a parent would have the children into the following mornings:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	MOM	MOM	DAD	DAD	MOM	MOM	MOM
Week 2	MOM	MOM	DAD	DAD	DAD	DAD	DAD

a. The holidays shall be as the parties agree. If the parties cannot agree the holidays shall be according to Utah Code §81-9-305, with the exception of not observing Juneteenth, Columbus Day, or Veteran's Day holidays, and using the following chart as a reference guide. Additionally, the parties shall be flexible in allowing the children to be with and celebrate a parent's birthday each year. Holidays supersede regular parent time without the need to make up or change the weekend alternation.

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	July 4th 8 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 8 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with drop off to school
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 10am.
Father	Mother	Second Half of Christmas Vacation , beginning December 27 at 10am until the day school resumes with drop off to school
Father	Mother	Child's actual birthday from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session
Mother	Father	The day before or after child's birthday from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 8 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with drop off to school

b. Each parent shall have two weeks of uninterrupted extended parent time with the children each year, which may be exercised in either one 2-week block or two 1-week blocks. Each parent shall provide notification of his or her extended parent-time schedule to the other parent by May 1 of each year. If there is a disagreement or conflict for extended parent time, Mother shall have first choice of extended time in even-numbered calendar years and Father shall have first choice of extended parent time in odd-

numbered calendar years. If notification is not timely provided, a complying parent may determine the schedule for extended parent time for the non-complying parent.

8. Legal Custody. The parties shall have joint legal custody. The parties shall both have access to medical records, school records, court records, and any other information or records concerning their children. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding a major decision, the parties shall consult with experts in the field and mediate once before court intervention. 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.

9. Relocation. If either parent intends to relocate more than 25 miles from the other parent, the notice provisions of Utah Code 81-9-209 shall apply. The parties shall mediate prior to seeking court action if a relocation causes or would cause the parent time schedule to be impractical.

10. Education Plan: The children will continue to attend Salem Elementary, and its normal matriculating feeder schools thereafter for middle, junior, and high schools unless both parties mutually agree in writing upon a different school to attend, and if they cannot agree they shall attend mediation prior to seeking a court order. Neither parent may unilaterally disenroll or change a child's school. Each parent shall have access to a child during school and authority to check a child out of school for healthcare or other reasonable circumstances on his or her parent time day.

11. Communication. The parties shall discuss all parenting concerns by text, e-mail or phone at any time needed and will not use their children to deliver messages. The parties shall use phone contact for emergencies or changes the day of the exchange.

12. Telephone And Virtual Contact with Children. Each parent shall permit one daily call (phone or video call) of reasonable duration (depending on plans and activities) from the other parent with the children. The call is not mandatory in special circumstances like not having cell phone service. The call will be initiated from the other parent to the children, and if for any reason the call cannot be facilitated, there will be the duty for the parent with the children to have the children initiate the missed call to the other parent when convenient before bedtime. The children shall be able to call either parent at any reasonable time or place as they desire. Neither parent shall remove, take away, or impede a child from having access to their personal phone/watch in order to be able to communicate with either parent. The children shall have access to a phone at each parent's home and neither parent shall stop the children from calling or texting a parent at any time during reasonable hours.

13. Travel. When the children travel with either parent overnight, all of the following shall be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or 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.

14. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in. Both parents shall have access to information and shall not require the other parent to notify them of information that they may obtain through their own reasonable efforts.

15. Special Events. Special consideration shall 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 visitation schedule.

16. Mutual Restraining Orders. The following restraining orders shall apply to each parent:

- a. The parties shall not make disparaging remarks to one another or to their children about one another or in the child's presence, either verbally, in writing or otherwise.
- b. Neither parent shall discuss any matters related to the parties' divorce, financial settlement, court orders or proceedings, co-parenting discussions or decisions, or any other adult topics with the children directly or indirectly.
- c. Both parties shall be mutually restrained from harassing or threatening the other party.
- d. Neither party shall allow sleepovers without a parent present, except grandparents' homes or with mutual written agreement in advance.

- e. Neither party shall consume alcohol or illegal/controlled substances during parent time, or immediately prior to parent time, to the extent that it impairs his or her judgement or ability to care for the children.
- f. Neither party shall expose children to circumstances, environments, or individuals may reasonably jeopardize a child's health, safety, or welfare.
- g. Neither party shall introduce a child to a romantic, dating partner until they have been in an exclusive, committed relationship for at least four months. Neither party shall have a romantic, dating overnight guest during parent time until at least four months after a child has met the person and they have had reasonably consistent contact with the children.

- 17. First Right of Refusal. Each parent shall have first option to provide care for the children over any other third party if the parent responsible for the children is not available for a period of eight (8) hours or overnight (anytime between 12:00 a.m. and 6:00 a.m.), or longer during their custodial time and the other parent is personally available and willing to provide the care and the transportation.
- 18. Parent's Involvement in Activities. The parties may attend activities of the children if it is an activity normally attended by parents or they are invited by a leader to attend or participate.
- 19. Transportation. The parties shall equally share the transportation for parent-time, using school to school exchanges whenever possible. The parent who is the receiving parent will provide the transportation unless otherwise mutually agreed upon.

END OF PARENTING PLAN

20. Child Support. Father earns approximately \$4,344 gross per month. Mother's gross monthly income is approximately \$8,876. Therefore, pursuant to the Utah Child Support Guidelines, joint custody worksheet, child support is \$362 beginning the month following separation.

a. There are no child support arrears owing.

21. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the health expenses of the minor children in accordance with U.C.A. §81-6-208.

a. Each parent shall share equally the out-of-pocket costs of an insurance premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from the child support paid or owed.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental or orthodontic, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents. Any costs related to referrals or recommendations from the children's current pediatrician Benjamin Lauritzen or his office Utah Valley Pediatrics or a future agreed upon primary care provider for specialists, evaluations, diagnosis, etc. shall be shared equally by the parties.

c. The parent who incurs health care related expenses for a child shall provide written verification of the cost and payment of said expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

22.Childcare Expenses. Pursuant to Utah Code 81-6-209, each parent shall be equally responsible for any work-related childcare expenses on behalf of the children. A parent, extended family members, or responsible adults who do not charge shall be considered and used for childcare prior to incurring a cost. Each parent shall provide the other notice of the name,

phone number, and location of any individual or entity used for childcare prior to sending the children.

23. Activity Costs. Each parent shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for extracurricular activities that the minor children may be involved in that both parties approve in writing. If a parent pays for an unapproved extracurricular activity, that will be at his or her own expense. Neither parent shall discourage a child from participation in any activity due to unreasonable cost-saving motives and neither parent shall unreasonably refuse to agree to an activity to save costs or cause that the other parent pays the entire cost as long as they can reasonably afford it.

24. School Fees. Each parent shall assume and be responsible for fifty percent (50%) of any out-of-pocket, required school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This does not include private school or tuition. If a parent incurs and pays any out-of-pocket, required school expense, they shall submit to the other an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment and shall be reimbursed by the receiving party within 30 (thirty) days of receipt of those school expense invoices, bills, receipts, and/or verification.

25. Dependency/Tax Credit. The parties shall share the dependency/tax credit for the minor children as follows:

- a. While there are two minor children, the parties shall each receive one child as a dependency exemption. Mother shall claim the youngest and Father shall claim the oldest.

b. When there is only one minor child, Mother shall claim the minor child in even-numbered tax years, and Father in odd-numbered tax years.

26. Alimony: Mother shall pay alimony to Father in the amount of \$1,200 per month in order to meet Father's standard of living at the time of divorce, for seven years (72 months) beginning the month following separation. Alimony shall automatically terminate upon Father's remarriage, cohabitation, death of either party, or expiration of the term.

27. Real Property: During the marriage, the parties acquired a home and real property located at 56 West Magellan Lane, Elk Ridge, Utah 84651 ("Property"), which shall be awarded as follows:

a. While the parties are jointly residing at the Property, the parties shall pay the monthly mortgage payment and ongoing utility expenses (city, gas, electric, internet, streaming services, and family cell phone plan) associated with the home from their joint account with the parties continuing to deposit their separate paychecks into the joint account, until such time as a party leaves the Property, the home sells, or a refinance/loan assumption is completed. If only one party is residing in the Property, that party shall be fully responsible for the above-listed costs and expenses each month, and the child support and alimony payments shall be made directly to Father. Any damage caused by one party to the home shall be that person's sole responsibility. Mother shall be out of the home no later than July 26, 2026.

b. Father shall have the first option to refinance the Property into his own name (through a standard cash-out refinance or loan assumption process) and shall make his election to do so or sell the Property no later than August 1, 2026, and shall notify Mother in writing of his election. For purposes of refinance or loan assumption process only, the value of the home shall

be based on a mutual agreement value of \$745,000.00. So long as Father accomplishes a refinance or loan assumption Mother shall not be responsible for any repairs, maintenance or other damages to the home.

c. If Father elects to refinance the Property, he will complete the refinance or loan assumption process (meaning Mother's name shall be removed from the mortgage liability and paid out her share of equity) within 7 months of entry of the Decree of Divorce. Father acknowledges that he has started the process of assuming the loan and getting a HELOC on the home and shall make best efforts to get the loan done as quick as possible. Mother's share of home equity shall be calculated by subtracting the mortgage balance at the time of refinance or loan assumption from the \$745,000 agreed upon value of the home and dividing that amount equally in half. And then subtracting \$49,181.00 offset of personal property and retirement account division as described below from Mother's $\frac{1}{2}$ equity in the martial home.

d. If Father elects to list the home for sale or cannot accomplish a loan assumption or refinance by the deadline listed above, both parties shall vacate the home and it shall be listed on the market with a qualified, mutually selected realtor. The parties will follow the advice and recommendations of the real estate agent in setting the listing price, considering offers, and adjusting the listing price. The parties will cooperate in making the home available for showings and maintaining the home in good showing condition. In the event the realtor recommends, or it is required for a major repair/replacement, the parties will share that cost equally. Pending sale of the home, each party shall be responsible for one-half of all mortgage, utilities, or other home-related costs. When the home sells, the proceeds of the sale shall be as follows, which shall be handled by the title company at the time of closing:

- 1First, to pay expenses of sale;
- 2Second, to retire the mortgage;
- Third, the balance remaining thereafter to be equally divided between the parties, subject to Father receiving \$49,181 from Mother's one-half equity award which is an offset for Mother keeping the entirety of her 401k plan as outlined below.

28. Separate Property: Unless provided otherwise herein, all property and all property rights which may be vested in either party as a result of acquisition prior to the marriage, acquisition after separation, family inheritance, trusts, or similar sources shall be awarded to the party who acquired the same, or to the party from whose family it came.

29. Personal Property: During the course of the marriage relationship, the parties have acquired items of personal property including but not limited to vehicles, furniture, appliances, electronics, décor, etc. Mother shall be awarded the 2022 Kia Sorento (\$17,000 equity) and the Kawasaki 4-wheeler (\$1,000). Father shall be awarded the 2018 GMC Denali 2500 truck (\$47,000 equity), the VW Passat (\$4,000), the Motorcycle (\$3,700 equity), flat-bed trailer (\$3,250 equity), and the Cam Am 4-Wheeler (\$1,600 equity). This award results in Father receiving \$59,550 in total vehicle equity, and Mother receiving \$18,000 total vehicle equity. Mother's \$20,775 deficiency in vehicle equity shall be offset in the retirement account division as outlined below. Father shall receive the riding lawn mower. The parties shall cooperate to divide/award all other personal property and household items, and if there is a dispute they shall

create a list of disputed items and alternate picking from the list with Mother selecting first.

Neither party will remove property from the home until there is an agreement.

30. Banking/Financial Accounts: The parties' joint Central Bank checking/savings and joint MACU checking/savings/money market accounts shall be utilized for regular family or household until the parties separate and no longer reside at the same home, at which time the balances shall be divided equally and Father awarded ongoing separate use of the joint Central Bank account and Mother awarded ongoing separate use of the joint MACU account.

31. The children's 36 month Youth Certificate at MACU shall be divided equally such that Father retains custodial control over the existing account for each child, and Mother shall take her half of each account (Balance as of June 24, 2026 \$5,975.34) to create a new account for each child, and each party shall have exclusive control over their own custodial accounts for each child.

32. Each party shall be exclusively awarded any and all other banking accounts held solely in his or her name free and clear from any claim by the other party.

33. Retirement/Investment Accounts: Mother has a T. Rowe Price 401k account valued at \$126,728. Mother also has a pension account through IHC. Father has a Voya 401k account valued at approximately \$15,182. Father also has a pension account through Utah County, URS. A QDRO shall issue for each pension, awarding one-half of the marital portion according to Woodward, to each party. Mother shall be awarded the entirety of her 401k account based on other property offsets as follows:

- a. Mother shall be awarded the first \$20,775 of her 401k account to equalize the vehicle equity awards, and also an amount equal to her one-half award of

Father's Voya retirement account (\$7,591). The remaining balance of Mother's retirement account (\$98,362) shall be exclusively awarded to Mother subject to one-half of this amount, \$49,181, being used as an reduction from Mother's award of home equity in favor of Father as outlined in the real property section above. Father shall be awarded his 401k given the accounting herein.

34. Debts and Obligations: During the course of the marriage, the parties have acquired certain debts and obligations:

- a. Each party shall be solely responsible for his or her personal expenses or debts listed in their own name.
- b. Mother shall be solely responsible for the MACU Kia auto loan, and her student loan debt.
- c. The Citi credit card shall be frozen and no further charges shall be added to the balance, approximately \$14,444. Each party shall pay $\frac{1}{2}$ of this debt with the exception that Mother shall pay an additional \$300.00 of this debt for an offset of Father paying the entire IHC debt. This debt shall be paid off within 30 days.
- d. The IHC medical debt is approximately \$600. Father shall be responsible to pay this debt 100%. This debt shall be paid off within 60 days, Father shall ensure that the payment plan stays current withdrawing from Father's HSA account.
- e. Creditors. The parties understand that for joint debts upon entering the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by

the contract, or until a new contract is entered into between the creditors and the debtors individually.

f. Notification to creditors. Pursuant to Utah Code §15-4-6.5, the party under the obligation to pay a debt shall provide a copy of the parties' Decree of Divorce to all joint creditors of the parties existing at the time of the entry of the divorce and notify the creditors regarding the parties' separate current addresses.

g. Delinquency in payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

35. Life Insurance: Each party shall be solely awarded his or her own life insurance policies and allowed to designate beneficiaries as deemed appropriate.

36. Taxes: The parties shall be ordered to file separate tax returns for the tax year 2026, and thereafter. The parties shall have the right to file a joint 2025 tax return upon mutual agreement, sharing any refunds or liabilities equally.

37. Name Change: Mother may legally change her name, AMY DEON CLARK, if she desires.

38. Documentation: Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

39. Mediation: Prior to a Petition to Modify being filed to change any provision of the final decree, the parties must make a good faith attempt to resolve the issue through a mutually agreed upon mediator or mediation service.
40. Attorney Fees: Each party shall be ordered to assume their own costs and attorney's fees incurred in prosecuting this action.

THIS IS THE SIGNED ORDER OF THE COURT WHEN SIGNED ELECTRONICALLY BY
THE COURT ON THE FIRST PAGE OF THIS DOCUMENT

Approval as to form:

/s/ Braden D. Wamsley*

July 29, 2026*

Braden D. Wamsley

Date

Counsel for Respondent

**electronic signature based on email approval of final documents to Counsel*