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

*In the Matter of the Marriage of:*

COLEEN JORGENSEN HATCH,  
Petitioner,

and

CHRISTOPHER DOWD HATCH,  
Respondent.

**DECREE OF DIVORCE**

Case No. 254401143  
Judge Thomas Low  
Commissioner Dustin Hardy

THIS MATTER comes before the Court for entry of Decree of Divorce. The Court, having entered its Findings of Fact and Conclusions of Law, considered the premises, reviewed the file and considered all matters herein, it is hereby ORDERED, ADJUDGED AND DECREED:

- Residency.** Petitioner and Respondent are both bona fide residents of Utah County, State of Utah, and have been for more than three months immediately prior to the filing of this action.
- Marriage Information.** Petitioner and Respondent were married on July 25, 2015, in Snowbasin, Weber County, State of Utah and are presently married. The parties separated on or about November 1, 2019.
- Grounds.** The parties are divorced on grounds that they have experienced irreconcilable differences in their marriage and there is no chance of reconciliation.

4. **Child.** The parties have one (1) minor child born or adopted of this marriage, to wit: W.O.H., born in December of 2015.

5. Pursuant to Utah Rule of Civil Procedure 100(a), there are no proceedings involving custody, criminal, protective orders, or delinquency involving the above-named minor child in juvenile court or any other venue.

6. **Jurisdiction.** Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §81-6 *et seq.* (1953 as amended), in that Utah is the home state of the minor child at the time of commencement of this proceeding.

7. **Safety Plan.** Both parties acknowledge that the safety of the minor child is of utmost importance. Accordingly, they agree to the following safety plan:

a. **Drugs and alcohol.** Both parties shall abstain from consuming any alcohol, partaking of illegal drugs, or misusing prescription medications. The following provisions shall also apply:

i. The parties shall use their best efforts to ensure that no third party violates this provision while in the presence of the minor child.

ii. The parties shall use their best efforts to ensure that the minor child is never driven by someone who is violating this provision.

iii. Neither party shall operate a motor vehicle with the minor child in their possession unless that party possesses a valid driver's license. If the driver's license of either party is ever suspended, revoked, or limited in any way, that party shall immediately notify the other party. That party shall remain responsible to ensure safe transportation of the minor child with a driver who

possesses a valid driver's license. If Uber or similar ride-share services are utilized, the parent must accompany the minor child to the drop-off location.

b. Testing on reasonable suspicion. If a party reasonably suspects that the other party is using alcohol, consuming illegal drugs, or misusing prescription drugs, the requesting party may request that the other party submit to testing.

Such testing shall be subject to the following:

- i. The requesting party shall arrange and pay for the requested test at a reputable testing facility that is reasonably convenient to the testing party's residence and capable of performing the requested test. The requesting party shall not select a testing facility for the purpose of unreasonably burdening or inconveniencing the testing party.
- ii. A party may request such a test upon reasonable suspicion of the other party's violating the terms of this Safety Plan.
- iii. Each party may require the other party to breathe into a portable breathalyzer purchased by the requesting party at pickups and dropoffs of the child if that party suspects alcohol use.
- iv. The testing party shall submit to the test within twenty-four (24) hours of the request being made by the requesting party or on the next business day if the facility is not open. If the testing party is out of town when the request is made, the testing party shall submit to testing as soon as that party returns to Utah County.
- v. If the test comes back negative, no further action shall be required.
- vi. If any of the above tests come back positive, or if the testing party fails to take

the tests as requested or within the time frame required, the testing party shall reimburse the requesting party for the cost of the test within seven (7) days of receipt of the drug test results. In addition, the parent time of the testing party receiving a positive test, or if the testing party failed to take the test as requested or within the time frame required shall have their parent time reduced to supervised visitation until the court orders otherwise.

vii.If a test comes back positive for opioids or other prescribed medications, the testing party shall produce a valid prescription for such substance(s). Failure to produce a valid prescription shall be deemed to be a positive test result if not produced within three (3) days from taking the test, meaning that the testing party shall reimburse the requesting party the cost of the test and have their parent time reduced to supervised as set forth herein.

**8. Legal Custody.** Each of the parties being fit and proper persons, the parties shall have joint legal custody of the minor child.

- a. The parties shall discuss all major decisions concerning the child including his health, education, and general welfare, daycare, medical and dental treatment, and therapy.
- b. To accomplish this, the parties shall use the following decision-making procedure:  
(1) Identify the issue; (2) Discuss possible solutions; (3) Consult with any applicable and available experts; and (4) Choose the most sensible solution, giving preference to the available expert (if applicable).
- c. If the parties reach an impasse following this process, Mother shall have provisional final say. Mother shall communicate her decision to Father, in writing, but

the decision shall be stayed for fourteen (14) days after Father's receipt of Mother's decision. If Father files a motion or other appropriate objection with the Court within the fourteen (14) days, the action shall be stayed pending the Court's decision. If Father does not file such a pleading with the Court within the fourteen (14) day stay period, Mother may proceed with the decided action.

d. While the parties are awaiting the Court's decision, the parties may participate in mediation regarding the issue.

e. Mother shall be designated as the residential parent for school zoning purposes.

**9. Physical Custody and Parent Time.** The parties are awarded joint physical custody of the minor child with parent time being as the parties may agree. If the parties cannot agree, Father's parent time shall be pursuant to Utah Code Ann. §81-9-303, modified as follows:

**a.** Father shall have the minor child on alternating weekends. Weekend parent time shall begin Friday at the end of Father's workday, or the end of school (if the child is in school). Parent time shall end Monday morning at the beginning of school, or 8:00 a.m. if school is not in session. If the child is not in school and Father is available to be with the minor child, Father may pick the child up Friday beginning at 8 a.m.

**b.** In addition, Father shall have the minor child every week for a mid-week overnight. Father shall have the child every Thursday beginning at the end of Father's work day, the end of school (if the child is in school), or 8:00 a.m. if Father is available to provide personal care for the child, until Friday morning school drop off (if the child is in school) or 8:00 a.m. (if the child is not in school).

**c.** On the weeks in which Father does not have the full weekend with the minor child, Father shall have the minor child for a mid-week overnight on Wednesday

beginning at the end of Father's work day, the end of school (if the child is in school), or 8:00 a.m. if Father is available to provide personal care for the child, until Thursday morning school drop off (if the child is in school) or 8:00 a.m. (if the child is not in school).

d. On the weeks Father has the minor child on Sunday, Mother may pick the child up at Father's residence thirty (30) minutes prior to Mother's church services and return the child to Father thirty (30) minutes following the end of Mother's church service. If Father is traveling with the child on any given weekend, this provision shall not apply for that week.

e. Unless the parties agree otherwise, parent time shall be pursuant to the following schedule:

| Week | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|------|--------|--------|---------|-----------|----------|--------|----------|
| 1    | Mother | Mother | Mother  | Mother    | Father   | Father | Father   |
| 2    | Father | Mother | Mother  | Father    | Father   | Mother | Mother   |

f. Summer parent time shall be equal on a week on, week off basis. Summer exchanges shall be on Sundays at 7:00 p.m.

10. **Transportation.** Exchanges shall be as the parties agree. If the parties cannot agree, the following shall apply:

- a. The receiving parent shall be responsible to pick up the minor child for all visits.
- b. School-to-school exchanges shall be utilized when appropriate.
- c. When school to school exchanges are not utilized, exchanges shall be curbside at the residence of the parent ending their parent time.
- d. The parties shall be civil and respectful during all exchanges. Both parties shall

say their goodbyes prior to the exchange, so that exchanges can be brief and uneventful. Neither party shall discuss parenting issues during exchanges.

e. A responsible adult third party known to the child and both parties may be utilized for exchanges. Any such third party shall be subject to the same civility obligations as the parties.

**11. Holiday Parent Time.** Holiday parent time shall be as the parties agree. If the parties cannot agree, holiday parent time shall be based upon Utah Code Ann §81-9-303, as set forth herein:

a. The parties have chosen to remove Juneteenth, Columbus Day, and Veteran's Day from the schedule of alternated holidays.

b. The parties have chosen to make an alteration to the schedule of alternated holidays by adding an overnight visit to the birthday of the parents.

c. Holiday parent time shall take precedence over regular parent time, and both parties shall be restrained from interrupting the other's holiday parent time.

d. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

e. If a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

i.the holiday schedule for Mother's Day or Father's Day;

ii.the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;

- iii.the holiday schedule for any holiday that is not Mother’s Day, Father’s Day, or the child's birthday;
- iv.extended parent-time; and
- v.the schedule for weekday or weekend parent-time.

f. Unless the parties agree otherwise, holiday parent time shall be according to the following schedule:

| <b>HOLIDAY</b>                 | <b>HOLIDAY TIME PERIOD</b>                                                                                                                                                                                                                                                                                                                                                                                       | <b>Years Father is Granted Holiday</b> | <b>Years Mother is Granted Holiday</b> |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------|
| Dr. Martin Luther King Jr. Day | Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday.<br><br>Holiday ends upon delivering the child to school on the day following Dr. Martin Luther King Jr. Day; or at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school. | Odd years                              | Even years                             |
| President's Day                | Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday.<br><br>Holiday ends upon delivering the child to school on the day following President's Day; or at 8 a.m. on the day following President's Day if there is no school.                               | Even years                             | Odd years                              |
| Spring Break                   | Holiday begins at 6 p.m. on the day that school dismisses for spring break.<br><br>Holiday ends: upon delivering the child to school on the day following the end of spring break; or at 8 a.m. on the day following the end of spring break if there is no school.                                                                                                                                              | Odd years                              | Even years                             |
| Memorial Day                   | Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday.                                                                                                                                                                                                      | Even years                             | Odd years                              |

|                  |                                                                                                                                                                                                                                                                                                                                                                          |            |            |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
|                  | Holiday ends: upon delivering the child to school on the day following Memorial Day; or at 8 a.m. on the day following Memorial Day if there is no school.                                                                                                                                                                                                               |            |            |
| Mother's Day     | Holiday begins the night before Mother's Day at 7:00 p.m.<br><br>Holiday ends on Mother's Day at 8:30 p.m.                                                                                                                                                                                                                                                               |            | All years  |
| Father's Day     | Holiday begins the night before Father's Day at 7:00 p.m.<br><br>Holiday ends on Father's Day at 8:30 p.m.                                                                                                                                                                                                                                                               | All years  |            |
| Independence Day | Holiday begins on July 3rd at 6 p.m.<br>Holiday ends on July 5th at 6 p.m.                                                                                                                                                                                                                                                                                               | Odd years  | Even years |
| Pioneer Day      | Holiday begins on July 23rd at 6 p.m.<br>Holiday ends on July 25th at 6 p.m.                                                                                                                                                                                                                                                                                             | Even years | Odd years  |
| Labor Day        | Holiday begins Friday at: 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday.<br><br>Holiday ends: upon delivering the child to school on the day following Labor Day; or at 8 a.m. on the day following Labor Day if there is no school. | Odd years  | Even years |
| Fall Break       | Holiday begins at 6 p.m. on the day school is dismissed for fall break.<br><br>Holiday ends: upon delivering the child to school on the day following the end of fall break; or at 8 a.m. on the day following the end of fall break if there is no school.                                                                                                              | Odd years  | Even years |
| Halloween        | Holiday begins on October 31st or the day that<br>Halloween is traditionally celebrated in the local community: at the time that school is dismissed; or at 4 p.m. if there is no school.<br><br>Holiday ends upon delivering the child to school on the day following Halloween; or at 8:00 a.m. on the day following Halloween if there is no school.                  | Even years | Odd years  |
| Thanksgiving     | Holiday begins on Wednesday at: 6 p.m.; or                                                                                                                                                                                                                                                                                                                               | Even years | Odd years  |

|                                      |                                                                                                                                                                                                                                                                                           |            |            |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
|                                      | <p>the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.</p> <p>Holiday ends: upon delivering the child to school on the Monday following Thanksgiving; or at 8 a.m. on the Monday following Thanksgiving if there is no school.</p> |            |            |
| Winter Break (First Half)            | <p>Holiday begins at: 6 p.m. on the day that school dismisses for winter break; or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday.</p> <p>Holiday ends on December 27th at 7 p.m.</p>         | Odd years  | Even years |
| Winter Break (Second Half)           | <p>Holiday begins on December 27th at 7 p.m.</p> <p>Holiday ends upon delivering the child to school on the day that school resumes after the winter break.</p>                                                                                                                           | Even years | Odd years  |
| Day of Child's Birthday              | <p>Holiday begins at 3 p.m.</p> <p>Holiday ends at 9 p.m.</p>                                                                                                                                                                                                                             | Even years | Odd years  |
| Day Before or After Child's Birthday | <p>Holiday begins at 3 p.m.</p> <p>Holiday ends at 9 p.m.</p>                                                                                                                                                                                                                             | Odd years  | Even years |
| Mother's Birthday                    | <p>Holiday begins at 8:00 a.m. on October 3.</p> <p>Holiday ends at 8:00 a.m. on October 4.</p>                                                                                                                                                                                           |            | All years  |
| Father's Birthday                    | <p>Holiday begins at 8:00 a.m. on February 13.</p> <p>Holiday ends at 8:00 a.m. on February 14.</p>                                                                                                                                                                                       | All years  |            |

**12. Summer Extended Parent Time.** Summer parent time shall be as the parties agree. If

the parties cannot agree, summer parent time shall be as set forth herein:

**a.** Each parent shall be entitled to two (2) weeks of uninterrupted summer extended parent time with the minor child.

**b.** Each parent shall provide notice of their intended extended summer parent time.

During odd-numbered years, Father shall provide notice of his intended extended

summer parent time by May 1 and Mother shall provide notice of her intended extended summer parent time by May 15. During even-numbered years, Mother shall provide notice of her intended extended summer parent time by May 1 and Father shall provide notice of his intended extended summer parent time by May 15.

c. If a parent fails to provide notice as set forth herein within the applicable time period, the noncomplying parent shall lose their priority and the complying parent may schedule their extended summer parent time.

**13. Virtual Parent Time.** Each party may have reasonable, uncensored, and unmonitored phone contact with the child while they are with the other parent. The child may call either parent at any time. Both parties shall be supportive of virtual parent time with the other parent.

**14. Parenting Plan.** The parties shall adopt the Advisory Guidelines pursuant to Utah Code Ann. §81-9-202 unless otherwise stated herein. In addition, the parties shall adopt the guidelines as follows:

a. Both parties shall have access to the child's school, church, and other records and shall include the other party as the parent on such records. The parties shall notify one another within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the child are participating or being honored, and both parties shall be entitled to attend and participate fully;

b. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the child's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;

- c.** The parties shall notify the other parent of major injury or illness involving the child as soon as reasonably possible;
- d.** The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;
- e.** The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, significant new language development, discipline challenges, etc., regarding their minor child;
- f.** The parties shall notify the other parent of any change of address, email address, cell phone number, and telephone number within twenty-four (24) hours of the change;
- g.** The parent who has the child in his or her care may make minor day-to-day decisions regarding the child without having to consult with the other parent;
- h.** For emergency purposes, whenever the child travels with either parent overnight or longer, the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location;
- i.** Before leaving the United States with the child, the parent taking the minor child will give the other parent at least sixty (60) days' notice. The parties shall cooperate in obtaining a passport for the minor child and making that passport available to the traveling parent;
- j.** The parties shall work together in a reasonable manner to accommodate each

other and to provide the child consistency and stability;

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

**l.** The parties shall not put the child in the middle of adult conflict by refraining from discussing disagreements in front of the minor child;

**m.** The minor child shall not be used as a messenger between the parents;

**n.** The parties shall maintain safe and appropriate sleeping and living accommodations for the child. The child shall be bathed regularly and be clothed in reasonably clean clothing. Starting six (6) months following entry of the Decree, the child shall always have his own bed;

**o.** The minor child shall never be left with surrogate caregivers who are adults or older adolescents who are not related to them without providing information regarding the surrogate care giver to the other parent;

**p.** While the parties' child is a minor, neither party shall have any roommates without disclosing their identities to the other parent;

**q.** Neither parent shall question the minor child about the other parent's activities, personal relationships, or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor child;

**r.** The party with the minor child in his/her care shall be responsible for ensuring the

minor child's homework is complete and transporting the minor child to and from school on time;

s. Communication between the parties shall solely be about the minor child.

Communication regarding the minor child shall be directly between the parents and shall not involve third parties. All non-emergency communication shall be in writing, through Our Family Wizard. Emergency communication may be through text message;

t. Within seven (7) days of this Stipulation, each party shall establish their own O.F.W. account. Thereafter, O.F.W. shall be utilized for all non-emergency communications, calendaring, sharing medical and day care bills, and any other child-related communication between the parties. Each party shall be responsible to pay for their own account.

u. Each party shall be responsible to maintain clothing and other items for the child to use when he is with that party. All clothing purchased by a party shall be returned to that party at the end of parent time; and

v. Both parents shall be provided access to any communication devices utilized by the child and any social media accounts used by the minor child.

15. **Mutual Restraining Order.** The parties are bound by the following mutual restraining order:

a. Both parties are restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, name calling, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the

child's preferences regarding custody or visitation. This includes any disparagement of the other party's family, religion, traditions, lifestyle, or any other matter.

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

**c.** Both parties are restrained from discussing divorce or other legal issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationships with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child. Neither party shall request or encourage the child to hold back information from the other party which shall otherwise be divulged to the other party by the other parent.

**d.** Both parties are mutually restrained from harassing, threatening, stalking, digitally stalking, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

**e.** With the exception of child exchanges as set forth above, neither party shall go the residence or work place of the other party without written permission.

**f.** Both parties are mutually restrained from allowing third parties to do in front of the child what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

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

any other service.

**16. Child Support.** Child support shall be based on Utah Child Support Guidelines and the Child Support Worksheet attached hereto. Father's monthly income is \$6,491 and Mother's imputed monthly income as \$1,257. Father's monthly child support obligation is established at \$595.00 for one (1) minor child, based upon the joint custody calculator, with Father having 145 overnights and Mother having 220 overnights.

- a.** Child support shall be payable one half on the 5<sup>th</sup> day of each month and one half on the 20<sup>th</sup> day of each unless the parties otherwise agree.
- b.** Child support shall continue even after the child turns eighteen (18) or graduates from high school, if the child continues to reside with Mother. If the child is ever awarded any state or federal benefits after the child turns eighteen (18), those benefits shall be credited against Father's child support on a dollar-for-dollar basis.
- c.** Payor's income may be subject to income withholding by the ORS in accordance with the Utah Code.
- d.** Child support payments as calculated herein shall begin August 1, 2026.
- e.** Any unpaid past child support shall be collected through ORS.
- f.** As part of the parties' global settlement herein, the parties agree that Mother's income shall continue to be imputed at \$1,257 regardless of her actual income.
- g.** As part of the parties' global settlement herein, Father's current monthly child support obligation in the amount of \$595 shall remain the floor in the future, regardless of Father's or Mother's actual income. In the event Father's income increases, child support may be adjusted upward, but child support shall never be less than \$595 per month, unless offset by federal or state benefits in the name of the child

as set forth in Paragraph 16(b).

**17. School Fees and Extracurricular Expenses.** School fees and extracurricular expenses shall be divided as follows:

- a.** The parties are equally responsible for the mandatory child's school fees, not including private school tuition.
- b.** The parties are equally responsible for any extracurricular activities that are agreed upon in writing by both parties. If the parties do not agree on an extracurricular activity, one party may enroll a minor child in such an activity but will do so at his or her sole expense. Neither party may obligate the child to an unapproved extracurricular activity which infringes on the parent time of the other parent. However, parties shall attempt to cooperate with and support any extracurricular attendance necessary whenever reasonable.
- c.** The child may be enrolled in tennis and piano lessons, and the parties shall each be responsible for one-half of those activities.

**18. Medical, Dental and Other Healthcare Expenses.** In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor child shall be provided by both parties, if it's available at a reasonable cost.

- a.** If, at any time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Father shall be considered the secondary coverage for the child.
- b.** Each parent shall share equally the out-of-pocket costs of the premium actually

paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child 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.

**c.** Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments incurred for the dependent child and actually paid by the parents.

**d.** Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

**e.** Each parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall 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 medical and dental expenses for the minor child as indicated.

**f.** The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing

for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against 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, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or 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 the parent under the order.

**19. Childcare Expenses.** Pursuant to Utah Code Ann. §81-6-209, both parties shall share equally all reasonable work, career, or occupational training-related childcare expenses.

**a.** The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification. The party incurring and/or paying for childcare expenses shall notify the other party of any change of a childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

**b.** Parties should utilize free or no-cost childcare whenever possible.

c. The party not directly paying for the childcare shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

d. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.

e. Childcare provided by family members shall be deemed to be free.

**20. Right of First Refusal.** Parental care is presumed to be better than surrogate care. Each party shall have first option to provide care for the minor child over any other third party (i.e., surrogate care) if the parent responsible for the minor child is not available for a period of overnight or longer during parent time, the other parent shall be entitled to parent-time if that parent is personally available and willing to provide direct care and transportation. The parent exercising parent time under the right of first refusal shall (a) provide all transportation to and from parent time and (b) provide direct parental care personally (not through family members or surrogates).

**21. Tax Exemptions.** Tax exemptions for the minor child shall be awarded as follows:

a. For tax year 2026, the parties shall file separate tax returns and each shall receive any refund or be solely responsible for any shortfall for their own return.

b. Starting with tax year 2026, Mother shall claim the child for all tax years.

c. If, on December 31 of any year, either party is behind on any child support payments ordered pursuant to this Stipulation, that party shall waive their right to claim any minor child for that year.

- d. The parties shall follow all IRS guidelines as to filing status.
22. **Real Property**. The parties do not own any real property that needs to be divided.
23. **Alimony**. Neither party is awarded alimony now or in the future.
24. **Vehicles**. The parties' own certain vehicles, which shall be awarded as follows:
- a. Father is awarded any vehicles currently in his possession. Father shall be responsible for all payments, insurance, repairs, and upkeep of these vehicles.
  - b. Mother is awarded any vehicles currently in her possession. Mother is solely responsible for all payments, insurance, repairs, and upkeep of these vehicles.
  - c. Each party shall remove the other party from title for all vehicles awarded to them no later than thirty (30) days following entry of the Decree.
  - d. Beginning August 1, 2026, each party shall maintain and pay for their own automobile insurance policy.
  - e. Each party shall indemnify and hold the other harmless from any vehicle(s) awarded to him/her.
25. **Personal Property**. During the course of the marriage relationship, the parties have acquired certain personal property. The parties have previously divided this personal property between themselves. Each party is awarded any personal property currently in their possession. If an issue arises regarding division of personal property, the parties shall return to mediation prior to seeking court intervention.
26. **Debts**. During the marriage, Mother and Father acquired certain debts. In order to equitably resolve these issues, each party will assume, and hold the other harmless from liability on, the following debts:

| <i>Creditor</i> | <i>Approx. Balance</i> | <i>Obligation of:</i> |
|-----------------|------------------------|-----------------------|
|-----------------|------------------------|-----------------------|

|                                                                     |         |        |
|---------------------------------------------------------------------|---------|--------|
| Outstanding debt to Home Federal Bank                               | Balance | Father |
| Any marital federal or state tax liability for 2025 and prior years | Balance | Father |
| Any credit cards or other debts in Mother's name                    | Balance | Mother |
| Any credit cards or other debts in Father's name                    | Balance | Father |

- a. Each party shall be responsible for any other debts in his/her own name not listed above.
- b. Any joint debts later discovered and not addressed herein shall be the responsibility of the party who incurred the debt.
- c. Each party shall hold the other harmless on debts in that parties' name, whether listed in this stipulation or not.

27. **Financial Accounts.** During the course of the marriage the parties acquired certain bank and savings accounts. Those accounts shall be divided as follows:

- a. Each party is awarded any accounts in their own name.
- b. Any other joint accounts shall be equally divided and closed.

28. **Retirement.** During the marriage, the parties accumulated and added to certain retirement accounts, which shall be divided as follows:

- a. Father is awarded any other retirement accounts in his name.
- b. Mother is awarded any retirement accounts in her name.

29. **Life Insurance.** Father shall attempt to obtain life insurance on his life in an amount sufficient to cover all his future child support obligations through the child's twenty-first (21<sup>st</sup>) birthday, as follows:

- a. Within sixty (60) days of entry of the Decree, Father shall apply for coverage with

three (3) insurers. If Father's application for any of those insurers is approved, Father shall obtain life insurance through the least expensive approved policy.

**b.** Father shall provide evidence of his applications and either approvals or denials.

In addition, Father shall provide evidence of the policy's good standing upon request by Mother.

**c.** The beneficiary for this policy shall be the minor child.

**d.** If all three insurers deny Father's applications, Father's obligation to obtain life insurance pursuant to this Paragraph 29 shall be deemed fulfilled.

**30. Dispute Resolution.** If a dispute arises between the parties, they shall return to mediation prior to filing an action in court. Enforcement actions may be filed directly with the court without mediation.

**31. Cooperation.** Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, to divide automobile insurance policies, and to cooperate in every other way necessary or proper to ensure that the Decree of Divorce is fully satisfied.

**32. Attorney Fees.** Each party shall pay their own attorney's fees and costs incurred in this matter.

**Order becomes effective on the date when electronically  
signed by the court**

**NOTICE PURSUANT TO RULE 7**  
**OF UTAH RULES OF CIVIL PROCEDURE**  
**OF THE STATE OF UTAH**

Notice is hereby given that pursuant to Rule 7 of the Utah Rules of Civil Procedure, that this Proposed Order will 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.

**Delivered on July 30, 2026 to the following and by the method indicated: emailed to Jason White.**

/s/ Scott Weight  
**SCOTT WEIGHT**  
**For Respondent**

SERVICE CERTIFICATE

I hereby certify that on August 10, 2026, I served a copy of the foregoing by the method indicated below to the following:

Jason White  
E-filing

/s/ Scott Weight  
**SCOTT WEIGHT**