

Laura Megan Read
Name
663 E 3100 N
Address
Provo, Utah 84604
City, State, Zip
801-356-3563
Phone
lrosenerread@gmail.com
Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Laura Megan Read

(name of Petitioner)

and

Nicholas Adam Read

(name of Respondent)

Other parties (if any)

Divorce Decree

264402352

Case Number

TONY F GRAF JR

Judge

MARIAN ITO

Commissioner (domestic cases)

The court decrees:

Divorce

1. Laura Megan Read is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Laura Megan Read. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Laura Megan Read and Nicholas Adam Read** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Olive Read**
Date of Birth: **Feb 18, 2011**

b.

Child Name: **Matthew Read**
Date of Birth: **Nov 11, 2013**

c.

Child Name: **Lucas Read**
Date of Birth: **Aug 2, 2017**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Olive Read**
Date of Birth: **Feb 18, 2011**

i.

Move-out Date: **This is the child's current address**
Move-in Date: **Nov 22, 2024**
Address: **663 E 3100 N, Provo, Utah 84604 United States**

(1).

Caretaker at this address: **Laura Read**
Caretaker current address: **663 E 3100 N, Provo, Utah 84604 United States**

ii.

Move-out Date: **Aug 1, 2023**
Move-in Date: **Jul 27, 2019**
Address: **1241 Hillcrest Dr, Carmel, IN 46022 United States**

(1).

Caretaker at this address: **Nicholas and Laura Read**
Caretaker current address: **663 E 3100 N, Provo, Utah 84604 United States**

iii.

Move-out Date: **Nov 22, 2024**

Move-in Date: **Aug 1, 2023**

Address: **255 E 3160 N, Provo, UT 84606 United States**

(1).

Caretaker at this address: **Nicholas and Laura Read**

Caretaker current address: **663 E 3100 N, Provo, Utah 84604 United States**

b.

Child Name: **Matthew Read**

Date of Birth: **Nov 11, 2013**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Nov 22, 2024**

Address: **663 E 3100 N, Provo, Utah 84604 United States**

(1).

Caretaker at this address: **Laura Read**

Caretaker current address: **663 E 3100 N, Provo, Utah 84604 United States**

ii.

Move-out Date: **Aug 1, 2023**

Move-in Date: **Jul 27, 2019**

Address: **1241 Hillcrest Dr, Carmel, IN 46022 United States**

(1).

Caretaker at this address: **Nicholas and Laura Read**

Caretaker current address: **663 E 3100 N, Provo, Utah 84604 United States**

iii.

Move-out Date: **Nov 22, 2024**

Move-in Date: **Aug 1, 2023**

Address: **255 E 3160 N, Provo, UT 84606 United States**

(1).

Caretaker at this address: **Nicholas and Laura Read**

Caretaker current address: **663 E 3100 N, Provo, Utah 84604 United States**

c.

Child Name: **Lucas Read**

Date of Birth: **Aug 2, 2017**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Nov 22, 2024**

Address: **663 E 3100 N, Provo, Utah 84604 United States**

(1).

Caretaker at this address: **Laura Read**

Caretaker current address: **663 E 3100 N, Provo, Utah 84604 United States**

ii.

Move-out Date: **Aug 1, 2023**

Move-in Date: **Jul 27, 2019**

Address: **1241 Hillcrest Dr, Carmel, IN 46022 United States**

(1).

Caretaker at this address: **Nicholas and Laura Read**

Caretaker current address: **663 E 3100 N, Provo, Utah 84604 United States**

iii.

Move-out Date: **Nov 22, 2024**

Move-in Date: **Aug 1, 2023**

Address: **255 E 3160 N, Provo, UT 84606 United States**

(1).

Caretaker at this address: **Nicholas and Laura Read**

Caretaker current address: **663 E 3100 N, Provo, Utah 84604 United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Laura Megan Read** and **Nicholas Adam Read**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Laura Megan Read** and **Nicholas Adam Read** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Laura Megan Read** and **Nicholas Adam Read**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Laura Megan Read** is filing this Parenting Plan and verifies the plan is filed in good faith.
8. The children should reside in **Laura Megan Read's** home **254** overnights each year and in **Nicholas Adam Read's** home **111** overnights each year.
9. The parents will follow a custom parent-time schedule:
 - a. **Both parents share joint legal custody, giving them equal rights and responsibility for major decisions about the children's education, religious upbringing, medical care, and significant lifestyle choices. Both parents chose this arrangement as the best fit for their family and their children, and both commit to ongoing communication, cooperation, and mutual respect, with the children's wellbeing as the highest priority. The parties will make a good faith effort to reach major decisions together. If they cannot agree after a real effort to do so, Laura will have final decision-making authority. The parties agree to joint physical custody of their two younger children, Matthew and Lucas, on a 70/30 basis, with Nicholas exercising parenting time as set out in the schedule below. The parties' older child, Olive, is going through difficulties that call for special consideration. Given those difficulties, Olive's health and wellbeing, and her wish to spend most nights with Laura and far fewer than one hundred eleven (111) nights per year with Nicholas, the parties ask that Laura be granted sole physical custody of Olive. The parties believe this serves Olive's best interests by keeping her life stable while meeting her needs and respecting her wishes. Nicholas will have reasonable parenting time with Olive as the parties agree and as works for Olive. Parenting Time Schedule (Matthew and Lucas): During the school year, Nicholas has the children every Thursday, picking them up from school and returning them to Laura's Friday by 6:00 PM. On his weekends, which fall every other weekend, he picks the children up from school on Friday and returns them to Laura by 6:00 PM on Sunday, curbside at Laura's house. During the summer, Nicholas has one overnight each Thursday on non-weekend weeks, picking the children up at 9:00 AM Thursday and dropping them off by 6:00 PM Friday. On his weekends in the summer, he picks the children up by 9:00 AM Thursday and keeps them through Sunday, returning them by 6:00 PM. All summer exchanges happen curbside at Laura's house. For purposes of calculating parenting time, one overnight is counted whenever a parent provides the child with two consecutive meals while the child is in that parent's care, consistent with Utah's method for counting overnights. If Nicholas wants the children outside the regular schedule, he gives Laura at least one week of notice. If something**

comes up last minute, he clears it with Laura before mentioning it to the children, so she can agree or decline first. Both parents agree to keep this communication strictly between themselves and not route it through the children. Once per year, on or about each anniversary of this Decree, both parents will count the number of overnights each parent exercised with Matthew and Lucas during the prior twelve months, using the two-consecutive-meals standard set out above. The purpose of this review is to confirm that actual parenting time reflects the 70/30 arrangement set out in this plan. If the count shows that a parent exercised fewer than one hundred eleven (111) overnights in the prior year, or shows any other significant difference between the scheduled and actual parenting time, the parties will discuss the matter in good faith and decide together whether the schedule should be adjusted. Any agreed change will be put in writing and signed by both parties. If the parties cannot reach agreement, they will attempt to resolve the matter through mediation before either party files for modification with the court.

Parent-time for special occasions

10. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Noncustodial parent	Nicholas Adam Read
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	Odd years	Even years
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or	Even years	Odd years

Holiday	Period	Noncustodial parent	Nicholas Adam Read
	(b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.		
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m..	All years if Noncustodial parent is the mother or other parent designated Mother's Day in the order.	All years if Nicholas Adam Read is the mother or other parent designated Mother's Day in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m..	All years if Noncustodial parent is the father or other parent designated Father's Day in the order.	All years if Nicholas Adam Read is the father or other parent designated Father's Day in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the	Even years	Odd years

Holiday	Period	Noncustodial parent	Nicholas Adam Read
	day that school resumes.		
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

Parent-time transfers

11. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

(The parent/person picking up or dropping off the children does not leave the vehicle and the other parent/person does not leave the residence.)

12. There will be curbside transfers. The parent/person dropping-off or picking-up a child will remain in the vehicle and the other parent/person will remain in the residence, building, or other vehicle where that other parent/person has been waiting, so that the two parents/persons are never in each other's physical presence.

Decision-making

13. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

14. The school the children will attend is based on **Laura Megan Read's** home residence.

15. Laura Megan Read and Nicholas Adam Read has authority to check the children out of school. Laura Megan Read and Nicholas Adam Read has access to the children

during school.

Communication with each other

16. Parents will communicate with each other by any method.

Communication with the children

17. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

18. Parents and children may communicate with each other whenever the children choose.

- By any method

19. Other terms about communication with the children: **Both parents shall respect each other's privacy by avoiding intrusions into homes or personal affairs, limiting communication to child-related matters, and not questioning children about the other parent's personal life. Parents agree to support each other's parental authority, maintain consistent rules between households, avoid undermining parenting decisions, and promptly consult on significant issues affecting the children. Both parents shall speak positively about the other parent to the children and maintain civil, respectful communication. Parents shall refrain from harmful comments about the other in the children's presence, use appropriate language in all communications, and prevent family members and friends from making negative comments around the children. If communication proves difficult, parents may use co-parenting tools or seek professional assistance. Neither parent shall enter the other parent's residential home (currently 663 E 3100 N, Provo, UT for Laura) without prior written or electronic notice and express consent from the residing parent. Neither parent shall disclose the details of the divorce, these proceedings, or either parent's personal situation to the children, directly or indirectly. Neither parent shall share with the children information provided by the other parent about the children's emotional states, mental health, or wellbeing in a way that confronts or burdens the children with that information. Both parents shall use the children's correct names as requested by each child.**

Records and information sharing

20. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

21. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

22. If the children will be travelling for more than **14** days, the parent arranging the travel will notify the other parent at least **30** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **7** days in advance. In case of emergency, the parent will provide as much notice as possible.

23. Other agreements about travel by the children: **The parties agree that both shall be allowed to travel with the minor child and that both parties agree to obtain a passport for the child if international travel for vacations is planned. The parties are hereby ordered to sign Form DS53 if they cannot appear or appear at the appropriate place to apply for a passport. If one party refuses to appear or sign form DS53 to obtain a passport, this court hereby orders, orders that either individual parent of the minor child(ren) can apply and obtain a passport. The State Department of the United States of America shall issue the minor child(ren) listed in this decree passports upon application of either parent. The parties shall split the cost of the passport. The child shall spend not more than 14 consecutive days at any time traveling with either parent without written permission for further days. The parties agree to give a complete itinerary of places and a 3rd parties information for contact purposes, when traveling with the child. The parties agree to keep a written statement with both parents permission for the trip with both parents information in the luggage of the child while traveling for emergency contact purposes. When any minor child is traveling unaccompanied by a parent, the arranging parent shall book only direct (non-stop) flights unless both parents agree in writing to a connecting itinerary. For any child under fourteen (14), the arranging parent shall enroll the child in the airline's official unaccompanied minor program for all flights, including each leg of travel. A full itinerary, airline confirmation numbers, and a written contingency plan for delays or disruptions shall be provided to the other parent no less than seven (7) days before travel.**

Child care

24. A child care provider for our children must be:

25. Other terms about child care: **Both parents agree to split all work-related childcare costs 50/50. Both parents agree to allow the other parent to have input as to choosing the child care provider. Both parents agree to have first right of refusal to have the children instead of day care. Both parents recognize the importance of the child's relationships with extended family members on both sides. Parents will support and encourage connections with grandparents, aunts, uncles, cousins, and other relatives. Both parents agree to be flexible with the parenting schedule to accommodate meaningful family events such as reunions, birthday celebrations, and holidays, and will provide advance notice of upcoming**

family gatherings. Parents understand that these relationships provide the child with additional love, support, and a stronger sense of identity and belonging.

Relocation of a parent (Utah Code 81-9-209)

26. If either parent moves 30 miles or more from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

27. If either parent lives 30 miles or more away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) fall break if the minor child's school dismisses for fall break, beginning on the day that school dismisses for fall break and ending on the day before school resumes; or
(B) Labor Day if the minor child's school does not dismiss for a fall break, beginning on the day that school dismisses for Labor Day and ending on the day before school resumes; and

ii. the entire winter break period beginning on the day that school dismisses for the winter break and ending on the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) spring break, beginning on the day that school dismisses for the spring break and ending on the day before school resumes; or

(B) Presidents' Day if the minor child's school does not dismiss for a spring break, beginning on the day that school dismisses for Presidents' Day and ending on the day before school resumes; and

ii. Thanksgiving, beginning on the day that school dismisses for Thanksgiving and ending on the day before school resumes.

c. extended parent-time equal to half of the summer or off-track time for consecutive weeks with:

- i. the noncustodial parent entitled to the first half of the summer or off-track time in years ending in an odd number; and
- ii. the noncustodial parent entitled to the second half of the summer or off-track time in years ending in an even number; and
- iii. the noncustodial parent will return the child to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

- i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on a weekend on which the non-custodial parent normally exercises parent-time, the non-custodial parent is entitled to the weekend before the holiday.

- ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

- iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in this Relocation Schedule and those days are contiguous with the noncustodial parent's monthly weekend or holiday parent-time, those days will be included in the weekend or holiday parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

f. In addition to the parent-time for which a non-custodial parent is entitled under the statute, the non-custodial parent is entitled to, at least two times a week:

- i. brief telephone contact with the minor child at reasonable hours and for a reasonable duration and

- ii. virtual parent-time if the equipment is reasonably available at reasonable hours and for a reasonable duration. If the parties cannot agree whether the equipment is reasonably available, the court shall decide, taking into consideration the best interest of the minor child, each parent's ability to handle any additional expense for virtual parent-time, and any other factors the court considers material.

- iii. Virtual parent-time supplements, but does not replace the in-person parent-time the noncustodial parent is entitled to.

28. Other terms about relocating: **Both parents recognize that geographic relocation**

significantly impacts the children's well-being and the non-moving parent's relationship with the children. Any parent intending to move outside a 30 mile radius of Provo, UT must provide 60 days' written or email notice to the other parent, including the move date, new address, reasons for relocation, and a preliminary proposal for modified custody arrangements. Upon notice of relocation, both parents will engage in thoughtful dialogue about the impact on the children. No assumptions will be made about whether the children relocate with the moving parent. Instead, parents will evaluate factors including the children's ages and developmental stages, current academic performance and educational opportunities in both locations, extracurricular activities, social relationships, potential advantages of the new location (educational opportunities, quality of life, career benefits), emotional impact on relationships with each parent, feasibility of maintaining meaningful relationships with both parents, and extended family connections. Parents may implement temporary custody arrangements on a trial basis and will remain open to modifications based on the children's adjustment. Parents commit to regular communication, monitoring the effectiveness of new arrangements, and making adjustments to support the children's best interests. All decisions will prioritize the children's emotional well-being, strong relationships with both parents, academic and social development, and stability while minimizing disruption.

29. If either parent lives 30 miles or more away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parties as follows: **Transportation costs will be negotiated when notice of the move is given. Costs to consider for pick-up and return of children include airfare, car fuel, lodging, and meals.**

30. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

31. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

32. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. Mediation

33. Other agreements about resolving disputes:

b. **When parents reach an impasse on major moral and parenting decisions including religious upbringing, discipline, personal autonomy (piercings, hair), screen time, cultural practices, social activities, dress standards, and**

behavioral expectations, the parent proposing a decision must notify the other in writing with the proposed solution and reasoning. The other parent must respond within twenty-four (24) hours. Failure to respond results in the proposing parent's solution prevailing. If impasse remains after good faith discussion, decision authority falls to the parent next in rotation. Laura shall have first decision authority, with rotation alternating between parents thereafter. The decision is final and binding. Parents must attempt compromise before exercising authority and both must support the final decision without undermining it to the children. Once a decision is made for a specific child on a specific issue, it cannot be reversed unless circumstances substantially change. This process does not apply to parenting time disputes, financial matters, emergency medical decisions, safety concerns, or time-sensitive decisions. Parents shall maintain a shared record of decisions and rotation order. Violations including deciding out of rotation, failing to honor authority, undermining decisions, or acting without notice result in the offending party paying the prevailing party's attorney fees and court costs. Repeated violations may lead to modification or contempt proceedings.

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

34. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Laura Megan Read) (Utah Code 81-6-203)

35. **Laura Megan Read's** gross monthly income for child support purposes is **\$15000**. **Laura Megan Read** receives the following gross monthly income: \$15000

Income: Respondent (Nicholas Adam Read) (Utah Code 81-6-203)

36. **Nicholas Adam Read's** gross monthly income for child support purposes is **\$7500**. **Nicholas Adam Read** receives the following gross monthly income: \$7500

37. The adjusted gross monthly income for **Nicholas Adam Read** is **\$7500**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

38. **Laura Megan Read** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons: **The reason(s) for deviation are Due to the parties' unique custody arrangement with sole physical custody of one child (Olive) awarded to Laura and joint physical custody (70/30) of the two younger children (Matthew and Lucas) with Laura having seventy percent (70%) parenting time, two separate child support**

calculations are required: Based on the seventy-thirty (70/30) custody split for the two younger children and using the Utah Statutory child support tables, Nicholas's monthly child support obligation is Nine Hundred Ninety-Three Dollars (\$993.00). Based on Laura having sole physical custody of the oldest child, Olive, and using the Utah Statutory child support tables, Nicholas's monthly child support obligation is Six Hundred Forty-One Dollars (\$641.00). The total monthly child support obligation combining both calculations is One Thousand Six Hundred Thirty-Four Dollars (\$1,634.00).

39. It is in the best interest of the children that **Nicholas Adam Read** be ordered to pay child support to **Laura Megan Read** as follows:

- a. **\$1,634.00** per month. This deviates from the Utah Uniform Child Support Guidelines.
- b. Unless the Court orders otherwise, support for each child ends when:
 - a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
 - a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

40. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

41. Child support will be paid as follows:

Nicholas shall pay child support with payments made electronically via direct deposit by the fifth (5th) day of each month. Laura shall provide the necessary account information for Nicholas to transfer payments directly from his account. Nicholas shall notify Laura immediately of any changes to his employment, income, or pay schedule that may affect the timing or method of child support payments. Such notification shall be provided in writing within five (5) business days of any such change. Any child support payment not received in full by the 5th of the month shall accrue interest at the statutory rate of ten percent (10%) per annum from the due date until paid. If Nicholas fails to make full payment for two (2) or more consecutive months, Laura may seek an income withholding order without further notice.

42. The issue of past-due child support may be decided by future court or administrative action.

43. **Nicholas Adam Read** will pay any ORS fees. If **Laura Megan Read** is the ORS applicant and the fees are withheld from payments to **Laura Megan Read**, **Nicholas Adam Read** will reimburse **Laura Megan Read**.

44. The parties must notify each other within 30 days of any change in their income.

45. The parties will do the following for child related support or expenses:

a. The parties have an older child, Olive, who is experiencing complexities that require special consideration in the custody arrangement. Due to these circumstances and considering the health and wellbeing of Olive, along with her expressed desire to spend most nights and considerably less than one hundred eleven (111) nights yearly with Nicholas, the parties respectfully request that sole physical custody of Olive be granted to Laura. The parties believe this arrangement serves Olive's best interests by providing stability and continuity of care while addressing her unique needs and honoring her preferences. Nicholas shall have reasonable parenting time with Olive as mutually agreed upon by the parties and appropriate for Olive's circumstances and wellbeing. For the parties' two younger children, Matthew and Lucas, the parties request joint physical custody with a seventy-thirty (70/30) split, with Laura having seventy percent (70%) parenting time and Nicholas having thirty percent (30%) parenting time. This arrangement allows the younger children to maintain meaningful relationships with both parents while providing appropriate structure and stability. The parties acknowledge that these custody arrangements reflect their mutual agreement and their shared commitment to prioritizing the individual needs and best interests of each of their children. Notwithstanding the above, Lucas Read's parenting time with Nicholas shall consist of daytime visits only until Lucas expresses willingness to resume overnights. The parties shall communicate in writing when Lucas indicates readiness for overnights, at which point the schedule shall be adjusted by mutual written agreement. This temporary modification to Lucas's schedule does not affect the child support calculation currently in effect.

46. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

47.

a.ALLOCATION OF TAX DEDUCTIONS FOR CHILDREN Prior to filing annual tax returns, the parties shall evaluate their respective financial situations to determine if one party would benefit significantly more from claiming the tax deductions for the children. The parties agree to exchange relevant financial information, specifically projected tax obligations, to facilitate this evaluation. If a significant tax advantage is identified for one party, that advantaged party may claim the deductions and shall compensate the other party by April 15th in an amount equivalent to the financial benefit the other party would have received had they claimed the deductions. If no discernible tax advantage exists to either party, the parties shall follow the default allocation: Nicholas

shall claim Matthew as a dependent yearly and Laura shall claim Olive as a dependent yearly. The parties shall alternate claiming Lucas as a dependent, with Nicholas claiming the third child in odd-numbered years and Laura claiming the third child in even-numbered years. If the parties cannot reach an agreement on the allocation of deductions, or either party no longer wishes to continue with best tax advantage option for any given year, they will automatically default to allocation above. This provision may be modified upon mutual written agreement or as necessitated by changes in tax laws. Nicholas shall file his federal and state income taxes as required by law, including withholding estimated taxes quarterly, such that his personal tax liabilities do not become the responsibility of or affect Laura.

Child health care (Utah Code 81-6-208)

48. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

49. Parents must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

- a. Responsibility for child medical and dental expenses will be as follows:
- b. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:
 - **Laura Megan Read's** insurance will be primary coverage.
 - **Nicholas Adam Read's** insurance will be secondary coverage.
- c. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:
 - **Laura Megan Read's** spouse's insurance will be primary coverage.
 - **Nicholas Adam Read's** spouse's insurance will be secondary coverage.
- d. Both parties will equally share the out-of-pocket costs of the insurance premiums.
- e. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.
- f. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.
- g. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the

expenses.

h. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

i. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

50. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

51. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

52. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

53. Vehicles will be divided as follows:

a.

Year: **2002**

Make: **Chevy**

Model: **Suburban**

VIN: **N/A**

Owner (before divorce): **Nicholas Read**

Current value: **\$2,500.00**

Amounts Estimated: **no**

Ownership After Divorce: **Nicholas shall retain this vehicle upon execution of this Decree. Nicholas shall be solely responsible registration, maintenance,**

and all other expenses associated with this vehicle effective immediately.

Loan: N/A

b.

Year: 2018

Make: Toyota

Model: Corolla

VIN: N/A

Owner (before divorce): Nicholas Read

Current value: \$12,000.00

Amounts Estimated: no

Ownership After Divorce: Nicholas shall retain this vehicle upon execution of this Decree. Nicholas shall be solely responsible for all payments, insurance, registration, maintenance, and all other expenses associated with this vehicle effective immediately. Nicholas agrees not to sell, transfer, or otherwise dispose of said vehicle until Laura has purchased or otherwise obtained another vehicle for her personal use. Until such time as Laura obtains another vehicle, Nicholas shall provide Laura with reasonable access to and use of said vehicle as mutually agreed upon by the parties. Laura shall be responsible for fuel costs and any damage incurred during her use of the vehicle.

Loan: N/A

c.

Year: 2007

Make: Mitsubishi

Model: Eclipse

VIN: N/A

Owner (before divorce): Laura Read

Current value: \$2,500.00

Amounts Estimated: no

Ownership After Divorce: The parties acknowledge and agree that this vehicle was purchased by and titled in Laura's name for the parties' son, Elliot, and is not a marital asset subject to division in this action. This vehicle shall remain titled in Laura's name upon execution of this Decree.

Loan: N/A

d.

Year: 1971

Make: Volkswagen

Model: **Bus**

VIN: **N/A**

Owner (before divorce): **Title to be obtained/Nicholas Read**

Current value: **\$2,500.00**

Amounts Estimated: **no**

Ownership After Divorce: **Nicholas Adam Read**

Loan: **N/A**

Bank and credit union accounts

54. Bank and credit union accounts will be divided as follows:

a.

Account Number: **5080**

Account Type: **Checking/Savings**

Institution Name: **USSA**

Address: **Unknown**

Date Opened: **N/A**

Balance (US Dollars): **\$27,814.00**

Estimated: **no**

Owner: **Laura Megan Read and Nicholas Adam Read**

Co-Owner(s): **N/A**

Divide as follows: **Laura shall retain this joint checking and savings account along with the full balance upon execution of this Decree, subject to bank policies. If applicable, Laura shall remove Nicholas's name from said accounts within thirty (30) days. Nicholas agrees to cooperate and provide necessary documentation. If bank policies prohibit transfer, the parties shall close the accounts and Laura shall open new accounts in her name alone with all funds transferred to her. All accounts held for the parties' minor children shall remain joint accounts in both parents' names until the youngest child, Lucas, turns eighteen (18) years or until bank policies require closure, whichever occurs first. Both parties shall have equal access. Withdrawals exceeding \$1000.00 require written consent of both parties.**

b.

Account Number: **0000**

Account Type: **Checking/Savings**

Institution Name: **Fifth Third**

Address: **Unknown**

Date Opened: **N/A**

Balance (US Dollars): **\$3,295.00**

Estimated: **no**

Owner: **Nicholas Adam Read**

Co-Owner(s): **N/A**

Divide as follows: **Nicholas Adam Read should be awarded the entire balance of \$3,295.00 from this money.**

55. This other property will be divided as follows:

The dining table shall be awarded to Nicholas upon execution of this Decree. All other personal property, household goods, furnishings, and belongings shall be divided between the parties as they have previously agreed. Each party shall retain the personal property currently in their possession, and neither party shall have any further claim to personal property in the possession of the other party.

Debts

56. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **0000**

Institution Name: **USAA**

Address: **NA**

Amount owed on debt (in US Dollars): **\$20,464.00**

Minimum Monthly Payment (in US Dollars): **\$326.00**

Owner: **Nicholas and Laura Read**

The debt will be paid as follows: Nicholas shall retain this credit card on which both parties are currently joint account holders. Effective immediately upon execution of the Decree, Nicholas shall assume sole and exclusive responsibility for all outstanding balances, charges, fees, and other obligations associated with this account, as well as all future charges incurred on said account. Nicholas shall remove Laura's name from the account within thirty (30) days of execution of the Decree. Nicholas agrees to indemnify and hold Laura harmless from any and all liability arising from this credit card account.

b.

Account Number: **0000**

Institution Name: **American Express**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$30,000.00**

Minimum Monthly Payment (in US Dollars): **\$400.00**

Owner: **Nicholas and Laura Read**

The debt will be paid as follows: **Nicholas shall retain this credit card on which both parties are currently joint account holders. Effective immediately upon execution of the Decree, Nicholas shall assume sole and exclusive responsibility for all outstanding balances, charges, fees, and other obligations associated with this account, as well as all future charges incurred on said account. Nicholas shall remove Laura's name from the account within thirty (30) days of execution of the Decree. Nicholas agrees to indemnify and hold Laura harmless from any and all liability arising from this credit card account.**

Installment Loan Debt

a.

Account Number: **0000**

Institution Name: **Student Loan**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$50,000.00**

Minimum Monthly Payment (in US Dollars): **\$500.00**

Owner: **Nicholas Read**

The debt will be paid as follows: **Nicholas Adam Read will pay the entire debt. Nicholas Adam Read will provide a copy of the divorce decree to the lender.**

b.

Account Number: **0000**

Institution Name: **Student Loan**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$6,356.00**

Minimum Monthly Payment (in US Dollars): **\$107.00**

Owner: **Laura Read**

The debt will be paid as follows: **Laura Megan Read will pay the entire debt. Laura Megan Read will provide a copy of the divorce decree to the lender.**

Real property

57. The parties acquired the following real property during the marriage:

a.

Description: **Primary Home**

Address: **663 E 3100 N, Provo, Utah, Utah 84604 United States**

Tax ID: **351120005**

Legal Description: **NA**

Date property acquired: **Nov 22, 2024**

Names on title: **Nicholas and Laura Read**

Original cost: **\$644,179**

Current value: **\$760,385.00**

Property values estimated: **no**

Disposal: Laura shall be awarded the marital residence ("the Property"), subject to the existing mortgage and all other encumbrances thereon. The parties agree that Nicholas's base equity share in the Property is Fifty-Eight Thousand One Hundred Three Dollars (\$58,103.00). The parties further agree that Laura has made payments on Nicholas's behalf since the date of separation totaling Thirty-Three Thousand Seven Hundred Dollars (\$33,700.00), consisting of the following: health insurance premiums paid by Laura for Nicholas's individual coverage in the amount of Two Thousand Four Dollars (\$2,004.00); Nicholas's fifty percent (50%) share of the joint phone bill in the amount of Nine Hundred Fifty-Nine Dollars (\$959.00); vehicle insurance for the Corolla in the amount of Six Hundred Forty-One Dollars (\$641.00); an unreimbursed American Express payment made by Laura in October in the amount of Eight Hundred Ten Dollars (\$810.00); USAA credit card payments made by Laura on Nicholas's behalf in the amount of One Thousand Seven Hundred Nine Dollars (\$1,709.00); an April child support payment in the amount of One Thousand Six Hundred Thirty-Four Dollars (\$1,634.00), a May child support payment in the amount of One Thousand Six Hundred Thirty-Four Dollars (\$1,634.00), which Nicholas failed to pay Laura; Nicholas's 2023 federal tax liability paid by Laura, consisting of Three Thousand Four Hundred Forty-Four Dollars (\$3,444.00) in direct payments plus Six Thousand One Hundred Twenty-Seven Dollars (\$6,127.00) withheld from Laura's 2025 tax refund, for a combined total of Nine Thousand Five Hundred Seventy-One Dollars (\$9,571.00); and Nicholas's 2024 federal tax liability paid by Laura in the amount of Fourteen Thousand Seven Hundred Thirty-Eight Dollars (\$14,738.00). After application of all credits, the net equity payment owed by Laura to Nicholas is Twenty-Four Thousand Four Hundred Three Dollars (\$24,403.00). Laura shall pay Nicholas his net equity amount of Twenty-Four Thousand Four Hundred Three Dollars (\$24,403.00) by either refinancing the Property to remove Nicholas's name from the mortgage or by selling the Property. Said payment shall be made within ten (10) years from the date of execution of this Decree or by the date the parties' youngest child, Lucas, attains the age of eighteen (18) years, whichever event occurs first. Laura shall be entitled to claim all mortgage interest deductions associated with the Property beginning with tax year 2025 and continuing for all subsequent tax years. Effective immediately upon execution of this Decree, Laura shall assume sole and exclusive responsibility for all financial obligations associated with the Property, including but not limited to mortgage payments

(principal and interest), property taxes, homeowner's insurance, utilities, homeowner's association fees and assessments, routine maintenance, repairs, and any other expenses arising from ownership and maintenance of the Property. Laura shall indemnify and hold Nicholas harmless from any and all liability, claims, costs, or expenses arising from or related to the Property following execution of this Decree. Laura shall transfer all utility accounts associated with the Property into her name alone within thirty (30) days of execution of this Decree. Nicholas agrees to cooperate fully and provide any necessary documentation, authorizations, or signatures required to effectuate said transfers. In the event Laura fails to make timely mortgage payments or otherwise defaults on the mortgage obligation in any manner that negatively impacts or could negatively impact Nicholas's credit rating, credit score, or financial standing, the following remedies shall apply immediately at Nicholas's sole election. Nicholas may, at his sole discretion, cure the default by making any payments necessary to bring the mortgage current. Laura shall reimburse Nicholas for all such payments, plus interest at the rate of three percent (3%) per annum, compounded annually, with full repayment due within ninety (90) days of Nicholas's written demand for payment. Alternatively, Laura shall immediately undertake to either (i) refinance the Property to remove Nicholas's name from the mortgage within ninety (90) days of the default, or (ii) list the Property for sale with a licensed real estate agent within thirty (30) days of the default and complete the sale within one hundred eighty (180) days of the default. Upon refinance or sale, Laura shall pay Nicholas his net equity amount of Twenty-Four Thousand Four Hundred Three Dollars (\$24,403.00), plus any amounts owed for cure payments made by Nicholas, if applicable. In the event Laura elects to sell the Property at any time, whether pursuant to the default provisions above or voluntarily prior to the deadline set forth herein, Laura shall be solely and exclusively responsible for one hundred percent (100%) of all costs, fees, and expenses associated with the sale, including but not limited to real estate agent commissions, closing costs, title fees, escrow fees, transfer taxes, recording fees, seller concessions, repair costs required for sale, and any other expenses incidental to the transaction. Nicholas shall be entitled to receive his net equity payment of Twenty-Four Thousand Four Hundred Three Dollars (\$24,403.00) from the sale proceeds prior to Laura receiving any proceeds. Any equity, proceeds, or appreciation in value of the Property exceeding Nicholas's net equity share of Twenty-Four Thousand Four Hundred Three Dollars (\$24,403.00) shall be the sole and exclusive property of Laura.

i.

Creditor: N/A

Names on mortgage: Nicholas Read and Laura Read

Date mortgage acquired: **Nov 22, 2024**

Mortgage balance: **\$644,179.00**

Monthly payment: **\$5,300.00**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Laura Megan Read will pay the entire debt. Laura Megan Read will provide a copy of the divorce decree to the lender.**

Business interests

58. The parties' ownership interests in business will be divided as follows:

a.

Business Name: **Flowers By Nick Read LLC**

Description: **Floral**

Phone: **(317) 737-4300**

Address: **5072 N University Ave # 420, Provo, Utah 84604 United States**

Total Value: **\$0**

Percent owned by Petitioner: **0%**

Percent owned by Respondent: **100%**

Percent owned by Petitioner after divorce: **0%**

Percent owned by Respondent after divorce: **100%**

Alimony

59. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

60. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

61. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **1014**

Plan Name: **401(k)**

Plan Administrator: **Accrue**

Company Name: **Accrue**

Address: **Unknown**

Date Opened: **Jan 1, 2001**

Plan Value: **\$63205**

This plan is in the name of: **Laura Megan Read**

Divide as follows: **The entire account should be awarded to Laura Megan Read.**

b.

Account Number: **6107**

Plan Name: **Roth IRA**

Plan Administrator: **Facet**

Company Name: **Facet**

Address: **Unknown**

Date Opened: **Jan 1, 2001**

Plan Value: **\$778**

This plan is in the name of: **Laura Megan Read**

Divide as follows: **The entire account should be awarded to Laura Megan Read.**

c.

Account Number: **0000**

Plan Name: **401(k)**

Plan Administrator: **Fidelity**

Company Name: **Fidelity**

Address: **Unknown**

Date Opened: **Jan 1, 2001**

Plan Value: **\$28000**

This plan is in the name of: **Laura Megan Read**

Divide as follows: **The entire account should be awarded to Laura Megan Read.**

d.

Account Number: **0000**

Plan Name: **IRA**

Plan Administrator: **Fidelity**

Company Name: **Fidelity**

Address: **Unkown**

Date Opened: **Jan 1, 2001**

Plan Value: **\$25000**

This plan is in the name of: **Nicholas Adam Read**

Divide as follows: **The entire account should be awarded to Nicholas Adam Read.**

e.

Account Number: **0000**

Plan Name: **401(a)**

Plan Administrator: **Fidelity**

Company Name: **Fidelity**

Address: **Unknown**

Date Opened: **Jan 1, 2001**

Plan Value: **\$25000**

This plan is in the name of: **Nicholas Adam Read**

Divide as follows: **The entire account should be awarded to Nicholas Adam Read.**

Additional provisions

62. The parties will adhere to the following additional provisions:

a.

Additional Provision: The parties shall separate their cell phone accounts and obtain individual cellular service plans in their own names within thirty (30) days of execution of the Decree. Each party shall be solely responsible for their own cellular service costs and expenses. The parties also agree to share the cost of vehicle insurance on a fifty-fifty (50/50) basis until the execution of the Decree. Upon execution of the Decree, each party shall obtain and maintain their own individual vehicle insurance policies for any vehicles awarded to them under this agreement and shall be solely responsible for all insurance costs associated with their respective vehicles.

b.

Additional Provision: For tax year 2025, the parties shall file their federal and state income tax returns as "Married Filing Separately." Laura shall claim all of the parties' minor children as dependents on her tax return. Laura will claim 100% of the mortgage interest deduction for tax year 2025.

c.

Additional Provision: If in the future either party brings suit against the other the party that is held in contempt or found to be wrong in the action will pay 100% of both parties attorneys fees and legal costs. Both parties understand that bringing frivolous suit to court is costly and recognize that if they bring such suit they will be responsible for the costs to do so.

d.

Additional Provision: Both parties acknowledge and agree that frivolous litigation imposes significant financial and emotional burden on all parties involved. Therefore, each party agrees that if they initiate legal proceedings that the Court determines to be frivolous, without merit, or brought in bad faith, they shall be solely responsible for all attorneys' fees, costs, and

expenses incurred by both parties in defending against or prosecuting such action.

e.

Additional Provision: Notwithstanding any other provision in this Decree regarding the claiming of the parties' minor children as dependents for federal and state income tax purposes, a party shall only be entitled to claim a child or children as dependents if said party is current on all child support obligations and all other financial support obligations set forth in this Decree at the time of filing their tax return. In the event a party is not current on all support obligations, the other party shall be entitled to claim all minor children as dependents for that tax year, regardless of any prior allocation of dependency exemptions.

f.

Additional Provision: Nicholas shall receive and retain 100% ownership of Flowers By Nick Read LLC, a company that contracts exclusively with Vivero, a company based in Mexico. Laura irrevocably relinquishes, waives, releases, and assigns to Nicholas any and all rights, title, interest, claims, or benefits in or to Flowers By Nick Read LLC, including but not limited to membership interest, profits, distributions, assets, contracts (including the exclusive contract with Vivero), goodwill, intellectual property, and any other property or rights associated with the company. Laura shall execute all documents necessary to transfer her interest, if any, to Nicholas and remove her name from all company records, accounts, and filings within 30 days of entry of this Decree. Laura shall indemnify, defend, and hold harmless Nicholas from all liabilities, debts, obligations, claims, taxes, and expenses arising from or related to Flowers By Nick Read LLC, whether incurred before or after this Decree, including but not limited to business debts, tax liabilities, contractual obligations, and claims by third parties including Vivero. Nicholas assumes sole responsibility for all company operations, debts, liabilities, and obligations.

g.

Additional Provision: The parties acknowledge they have been living separately since October 1, 2025 (hereinafter "Date of Separation"). Any and all credit accounts, debts, loans, obligations, or liabilities, whether known or unknown to the other party, opened or incurred in either party's individual name from the Date of Separation forward, shall be the sole and exclusive responsibility of the party who incurred them. Each party represents they have not and will not incur debts in the other party's name or using the other party's

credit. Each party agrees to indemnify, defend, and hold the other party harmless from any and all claims, liabilities, costs, expenses, and attorneys' fees arising from debts incurred individually from the Date of Separation forward. Neither party shall be responsible for the other party's separately incurred debts, and each party waives any claim for reimbursement or contribution for such debts.

h.

Additional Provision: The parties acknowledge that introducing new significant others to the children requires careful consideration and cooperation to ensure the children's emotional wellbeing. Neither parent shall introduce the children to any dating partner until after six (6) months of dating with the intention of a long-term partnership. The relationship must be one in which the parent is seriously considering a long-term partnership or marriage. Prior to any introduction, the parent shall inform the other parent, provide reasonable time for discussion, collaboratively prepare the children, and develop a mutually agreeable plan for the introduction. Each parent shall inform their significant other about respecting parental milestone moments, not competing for the children's favor, using discretion, consulting both parents before significant activities, and respecting family boundaries and traditions. Both parents retain all parental rights, responsibilities, and decision-making authority regardless of any significant other's involvement. Significant others may provide support but shall not replace or supersede either parent's role. The introduction of a significant other does not diminish either parent's time, authority, or relationship with the children. The parties commit to supporting positive relationships with significant others, refraining from negative comments, resolving concerns collaboratively, and maintaining open communication.

i.

Additional Provision: The parties shall meet at the beginning of each school year to discuss how their children's current schooling arrangements are progressing and to consider available educational options. Matthew shall attend Centennial Middle School in the Provo School District. If Olive or Lucas transition from homeschooling to public school at any time, they shall enroll in a school within the Provo School District. The parties agree to meet at the beginning of each school year up to 6 weeks prior to the first date of school starting to discuss how their children's current schooling arrangements are progressing and to consider available educational options with Laura having final say if a mutual agreement cannot be made. They will attempt these discussions together then utilize a third party or mediator if they cannot agree

prior to litigation. Both parties agree to support their children in their religious and spiritual development, provided the children's safety and wellbeing are maintained and both parents can monitor to ensure the children are not participating in anything harmful. Neither party shall enroll the children in formal religious education programs or allow the children to participate in religious ceremonies or rites without the prior written consent of the other party. This includes but is not limited to baptism, confirmation, dedication ceremonies, and similar religious rites. Each parent may expose the children to their own religious beliefs during their parenting time.

j.

Additional Provision: Both parties agree to actively support their children's education, encourage their academic progress, and participate in their schooling, homework completion, and attendance. This homeschooling arrangement may be changed only by: (1) mutual written agreement of both parties, or (2) court order upon demonstration that circumstances have materially changed such that homeschooling is no longer in the children's best interests. Either party seeking to modify this arrangement bears the burden of demonstrating the material change in circumstances.

k.

Additional Provision: **Extra Curricular/ Logistical/ Considerations and Costs** In addition to the base child support amount covering basic food and shelter expenses, the parties agree to establish three distinct categories of supplemental child-related expenses: a) **Extracurricular Activities:** Defined as expenses that benefit or enhance the children's development, including but not limited to: - Sports participation and related equipment - Swimming lessons - Musical instrument lessons and instruments - Academic tutoring - Art classes - STEM programs or camps - Scouting activities - Dance or gymnastics lessons This category explicitly excludes pure entertainment activities such as movie tickets, video games, or recreational outings. b) **Logistical Expenses:** Defined as practical costs associated with the children's daily lives, including but not limited to: - Cell phone bills and devices - School lunches, fees and supplies - Vehicle-related expenses (once driving age is reached), including: - Insurance premiums - Maintenance costs - Fuel allowance - Vehicle registration fees - Transportation costs for school or activities - Technology requirements for school The parties shall contribute Two Hundred Dollars (\$200.00) per month total, with each party contributing One Hundred Dollars (\$100.00) monthly to a dedicated joint account for these supplemental expenses. Contributions shall be made regardless of whether expenses are incurred that month. Unused funds shall roll over to subsequent

months. Any proposed expense exceeding the monthly allocated amount must be discussed and agreed upon in writing in advance. If the parties cannot agree, the party wishing to proceed may do so at their sole discretion and shall be solely responsible for one hundred percent (100%) of the amount exceeding the monthly allocation. The parties shall maintain strict confidentiality regarding all financial arrangements, including proportional splits, contribution amounts, and disagreements. The parties shall present a united front to the children, represent all decisions as joint decisions, and never discuss financial arrangements or disagreements with or in the presence of the children. The parties shall review the monthly contribution amount each January. If mutual agreement on an adjustment cannot be reached, an automatic ten percent (10%) increase shall apply to the previous year's monthly contribution amount, effective February 1st. Upon the youngest child reaching age eighteen (18), any remaining funds shall be divided equally between the parties.

l.

Additional Provision: Nick shall provide Laura with his anticipated travel schedule for the year as soon as it is known, and no later than January 15th of each year. Nick shall also provide Laura with reasonable advance notice of any additional or changed travel plans that arise during the year. The parties shall cooperatively plan around Nick's travel schedule to minimize disruption to the children's parenting time. If Nick's travel causes him to miss scheduled parenting time, the parties shall arrange reasonable make-up parenting time to be exercised at mutually agreed upon dates following Nick's return.

m.

Additional Provision: The parties agree that this parenting plan is implemented on a trial basis. The parties shall schedule mediation within three (3) months of execution of this Decree to assess how the arrangement is functioning and determine if any adjustments are needed. The parties will receive two (2) hours of free mediation through Mint Mediation at the three-month mark. Both parents recognize that adjusting to this parenting plan requires patience and flexibility and agree to review all terms, including communication regarding legal custody decisions, parenting time, and financial matters, with the children's wellbeing as the primary consideration. Both parents agree to use mediation before pursuing litigation for any disputes arising under this Decree. The cost of any mediation beyond the initial free session shall be split equally between the parties. If either party fails or refuses to participate in the mediation session described above and litigation is subsequently required, the party who failed or refused to participate shall be responsible for all attorney

fees, paralegal fees, and court costs incurred by the other party in connection with that litigation.

n.

Additional Provision: Each parent shall notify the other parent in writing within twenty-four (24) hours of any incident involving physical contact with a child beyond normal caregiving, any injury to a child requiring medical attention or evaluation, any situation in which a child expressed fear of a parent or refused to remain with a parent, or any incident in which emergency services were called or should have been called. Failure to disclose such an incident within the required window shall be considered a violation of this order and may be considered in any future modification or contempt proceeding. Neither parent shall physically restrain, forcibly hold, or physically direct a child by force except where immediately necessary to prevent imminent harm to the child or others. Physical force used in discipline is prohibited. A child's verbal or physical protest of a situation shall be respected and de-escalated, not met with physical restraint or physical redirection. Any physical contact that causes a child to experience panic, flee, or later report fear shall be addressed through the incident disclosure provision above.

o.

Additional Provision: HEALTH INSURANCE Laura shall provide health insurance coverage for the parties' minor children effective upon execution of this Decree. The parties shall split the premium costs for the children's portion of health insurance fifty-fifty (50/50) on a monthly basis. Laura shall provide Nicholas with documentation of the children's portion of the premium within fifteen (15) days of any change. Nicholas's share shall be paid directly to Laura or processed through the existing child support payment mechanism. The parties shall jointly evaluate all available health insurance options annually prior to open enrollment deadlines, considering coverage comprehensiveness, total costs, out-of-pocket expenses, network accessibility, and overall value. Both parties shall provide available insurance options, cost quotes, and benefit summaries during open enrollment. The parties shall select coverage based on the children's best interests and document their selection in writing. Both parties shall have authority to submit claims and communicate with insurance providers. Insurance cards and policy information shall be provided to both parties. Each party shall promptly forward insurance-related communications to the other party and cooperate in completing necessary documentation. If either party experiences a qualifying life event affecting insurance availability, they shall notify the other party within ten (10) days and jointly evaluate coverage options. If the parties cannot agree on insurance

selection, existing coverage shall remain in place and the parties shall participate in mediation before making changes. **UNREIMBURSED MEDICAL EXPENSES** Both parents shall share all unreimbursed medical expenses fifty-fifty (50/50), including deductibles, co-pays, prescriptions, emergency care, and routine dental and vision care not covered by insurance. If orthodontic care (braces, retainers, aligners) is recommended by a dentist as medically necessary, both parents must mutually agree on the orthodontist provider before either parent is financially responsible. Once a provider is mutually selected and agreed upon in writing, both parents shall split reasonable orthodontic costs fifty-fifty (50/50). Elective procedures (cosmetic procedures, alternative treatments, experimental treatments, non-prescribed therapeutic services, optional medical devices) require written approval from both parents before scheduling. Approval requests must include treatment description, estimated cost, provider information, and medical justification. Approved elective expenses shall be shared fifty-fifty (50/50). The parent incurring the expense shall pay the provider, obtain receipts, and submit copies to the other parent within fourteen (14) days. The other parent shall reimburse their share within thirty (30) days of receipt of documentation. Prior approval is not required for medical emergencies. The parent obtaining emergency care shall notify the other parent as soon as practicable. Emergency expenses shall be shared fifty-fifty (50/50).

p.

Additional Provision: Right of First Refusal. If either parent will be away from the children for three (3) or more hours during that parent's scheduled parent-time, that parent shall offer the other parent the chance to care for the children before arranging other care. Notice shall be given as soon as possible, and the other parent shall respond promptly. If the other parent declines or does not respond, the parent may arrange other care. The parent accepting the time provides transportation. This provision does not apply to school, school or extracurricular activities, regular child care during work or school hours, or emergencies. Time under this provision does not change the parent-time schedule or child support. Declining on one occasion does not waive the right on another.

Duty to sign documents

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

Name after divorce

64. **Laura Megan Read** changed her name when the parties married. **Laura Megan Read's** name will be **Laura Megan Rosener** after the divorce.

Judge's signature may instead appear at the top of the first page of this document.

August 31, 2026
Date

Signature ▶

Judge

Signature ▶

Date

Commissioner

Approved as to Form.

Other Party
Signature ▶

Nicholas Adam Read
ID Ygvsay2pcmbJ2b5b6BTDv4bH

Other Party
Name Nicholas Adam Read

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Nicholas Adam Read**
Method of service: **Email**
Address: **flowersbynickread@gmail.com**
Date of Service: **Aug 31, 2026**

8/12/2026
Date

Signature ▶

Printed
Name

Laura Read
ID PCNRvPTMzYWHSGZ84cibgQp3
Laura Read

eSignature Details

Signer ID: PCNRvPTMzYWHSGZ84cibgQp3
Signed by: Laura Read
Sent to email: lrosenerread@gmail.com
IP Address: 136.36.180.93
Signed at: Aug 12 2026, 11:08 pm MDT

Signer ID: Ygvsay2pcmbJ2b5b6BTDv4bH
Signed by: Nicholas Read
Sent to email: flowersbynickread@gmail.com
IP Address: 174.252.241.77
Signed at: Aug 21 2026, 3:28 pm MDT