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Attorney for Nela Craig

IN THE FOURTH DISTRICT COURT
WASATCH COUNTY, STATE OF UTAH

In the matter of the marriage of:

NELA CRAIG,
Petitioner,

and

JAMES WESLEY CRAIG,
Respondent.

DECREE OF DIVORCE

Civil No: 264500057

Judge: Jennifer A. Mabey

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

GROUNDS

1. The parties are awarded a Decree of Divorce upon the grounds of irreconcilable differences, and the bonds of matrimony now and heretofore existing between the parties should be dissolved. The divorce shall become final upon entry by the Clerk of the Court.

CUSTODY AND PARENT TIME

2. Best Interest /Custody: The Petitioner shall be awarded sole legal and sole physical custody of the minor child.
3. Long Distance Parent Time: Parent time shall be governed by the standard statutory long distance schedule under Utah law as established by Utah Code Annotated § 81-9-209 with the option that the noncustodial parent may elect to exercise one weekend per month (generally the last weekend of the month unless designated otherwise) at their own option and expense.
4. Telephone & Virtual Contact: The noncustodial parent shall be entitled to telephone, video, or electronic contact with the minor child at least two (2) times per week at reasonable hours and for reasonable duration.
5. Cost Allocation: The parties shall split the travel costs pursuant to the relocation statute Utah Code Annotated § 81-9-209, with the Respondent being designated as the relocating party.

PARENTING PLAN

6. Parent time schedules mutually agreed upon by both parents shall be preferable to a Court imposed solution. The parent time schedule shall be utilized to maximize the continuity and stability of the child's life. 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.

7. Exchanges: Each parent shall be responsible for pick-up of the minor child when commencing their respective parent time. Parent time exchanges shall occur curbside at the parent's residences.

8. If the Respondent shall be providing transportation the Petitioner shall have the child ready for parent time at the time and at the appointed place the child is to be picked up and shall be present at the Petitioner's home or shall make reasonable alternate arrangements to receive the child at the time they are returned.

9. If the Petitioner shall be providing transportation for the child, the Respondent shall be at the appointed place at the time to receive the child and have the child ready to be picked up at the appointed time and place or have made reasonable alternate arrangements for the pickup of the minor child.

10. Neither parent time nor child support is to be withheld due to either parent's failure to comply with a Court ordered parent time schedule.

11. Each parent shall notify the other parent within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and the non-custodial parent shall be entitled to attend and participate fully.

12. Each parent shall have access directly to all school reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

13. Each parent shall provide the other with his or her current address and telephone number, email address, and other virtual parent time access information within twenty-four (24) hours of any change.

14. During reasonable hours, each parent shall permit and encourage reasonable and uncensored communication with the minor child in the form of mail privileges and virtual parent time if the equipment is reasonable available. If the parties cannot agree on whether the equipment is reasonably available, the Court shall decide whether the equipment for virtual parent time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent time; and any other factors the court considers material.

15. Virtual parent time means parent time facilitated by tools such as telephone, email, instant messaging, video conferencing, and other wired or wireless technologies over the internet or other communication media to supplement in person when the child is staying with the other parent. Virtual parent time is designed to supplement, not replace, in person parent time.

16. For emergency purposes, whenever the child travels with either parent, all the following shall be provided to the other parent:

- a.** An itinerary of travel dates;
- b.** Destinations;
- c.** Places where the child or traveling parent can be reached; and
- d.** The name and telephone number of an available third person who would be knowledgeable of the child's location.

17. The parents shall establish and maintain parental communication by email and text or written communication, except in the event of an emergency.
18. All communication between the parties shall be polite. They shall not demean, show disrespect, or patronize the other parent during any communication.
19. The parents shall say only positive words about their child's other parent and not criticize or allow others to criticize that parent in front of the child.
20. The parent shall ensure that the entertainment that their child participates in such as movies, television, and video games, are age appropriate.

INCOME OF THE PARTIES & CHILD SUPPORT

21. Parties' Incomes and Baseline Calculations: Pursuant to Utah Code Annotated § 78B-12-203, Petitioner's total countable gross monthly income for child support calculation purposes is \$8,635.00, which yields a statutory baseline obligation of \$836.00 per month under a sole physical custody calculation. Respondent claims a total countable gross monthly income of \$3,466.66, which yields a statutory baseline obligation of \$335.00 per month under a sole physical custody calculation. However, the parties have disputed the gross countable income of the Respondent and claim he is underemployed. In order to resolve this dispute, the parties stipulate that child support shall be calculated at the amount of \$800 and shall be prepaid through the asset settlement in the amount \$47,600.00 the "Prepaid Lump-Sum Child Support Settlement".
22. Prepaid Lump-Sum Child Support Settlement: A full, final, and non-refundable lump-sum settlement of all child support obligations shall be fully paid in advance as a single lump-sum amount, which shall satisfy and discharge all monthly child support

obligations through the child's emancipation. Pursuant to agreement and applicable law, this lump-sum satisfaction shall be final and shall not be subject to further judicial or administrative adjustment, recalculation, or modification.

23. Express Waiver of Modification Rights: Petitioner and Respondent each knowingly, voluntarily, and expressly shall waive any and all statutory, administrative, or legal rights to seek future adjustments, modifications, or recalculations of child support, notwithstanding any statutory right to request modification or any future change in circumstances, income, or financial status of either parent.

24. Prohibition on State Aid & Mutual Indemnification: Neither party shall apply for or receive public assistance, state aid, or state enforcement services (including services through the Utah Office of Recovery Services) on behalf of the minor child that would create or trigger a child support claim, reimbursement, or collection action against the other party. Each parent shall defend, indemnify, and hold harmless the other parent from and against any state administrative or legal actions, collection proceedings, judgments, or liabilities arising out of or related to the prepaid lump-sum child support amount.

CHILD HEALTH CARE

25. The parties shall be required to maintain medical, hospital, and dental care insurance for the minor child where available at a reasonable cost and the insurance coverage is accessible to the minor child.

26. The parties shall share equally the out of pocket costs of the premium actually paid for the minor child's portion of the insurance. The parties shall be responsible for all reasonable and necessary uninsured and unreimbursed medical and dental expenses,

including deductibles and copayments, incurred for the minor child and actually paid by a party.

27. The party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment. The party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this paragraph.

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

Therefore, the party that paid her/her portion of the medical expenses should:

- a. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child;
- b. Notify the particular creditor of the other parties' current address;
- c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report

under §70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14 Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

EXTRACURRICULAR EXPENSES AND SCHOOL FEES

29. The Respondent shall pay \$200.00 for fifty-seven (57) months for extracurricular activities, for a total of \$11,400 through the asset settlement. The Petitioner shall be solely responsible for any additional expense for the minor child's extracurricular activities. Each party shall use their best efforts to facilitate the minor child's activities during their respective parent time.

30. Each party shall assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses incurred for the minor child (i.e. registration, books, required supplies, lab fees, school lunch, and the like, is applicable) incurred during the time leading up to and including graduation from high school. Any private school costs shall be agreed to in writing. The party incurring the out-of-pocket school expense shall submit to the other party appropriate documentation to show the expense and the payment of that expense (i.e. invoice, bill, receipt, or other verification of the incurred expense) within thirty (30) days of payment. receipt, the receiving party shall immediately reimburse the paying party the appropriate amount within thirty (30) days.

SPOUSAL SUPPORT (ALIMONY)

31. Both parties are capable of supporting themselves and neither shall be awarded alimony from the other.

TAX ALLOCATION

32. Dependency Tax Exemption: The Petitioner, Nela Craig, shall have the right to claim the minor child for all local, state, and federal income tax purposes.

REAL PROPERTY

33. Property Address: The parties acquired residential real property located at 644 E. 680 S., Heber City, UT 84032 during the marriage.

34. The Petitioner shall be awarded possession and title of the real property.

35. Disposition/Equity Division: Within ninety (90) days from the entry of the Decree of Divorce, Petitioner shall assume the mortgage or refinance the existing mortgage to remove the Respondent from obligation of payment. Petitioner shall also pay Respondent Ninety Five Thousand Dollars (\$95,000) within ninety (90) days of the entry of the Decree of Divorce. James Craig shall convey his interest in the property to Nela Craig upon request as necessary in the loan assumption or refinance process, and no later than upon receiving his equity payout.

36. James Craig shall contact the mortgage company, Provident Funding, and add Nela to the mortgage account as an authorized user and James shall request that the loan assumption process be initiated.

DIVISION OF PERSONAL PROPERTY, VEHICLES & HOME SAFE CONTENTS

37. Vehicles & Assets Awarded to James Wesley Craig:

- a. 2012 Toyota 4Runner;
- b. 2015 Volkswagen Jetta;
- c. 2006 Honda CRF 450R Motorcycle;

d. Any other property currently in his possession.

38. Vehicles & Assets Awarded to Nela Craig:

a. 2011 Toyota Sequoia;

b. Ford Mavrick;

c. Two (2) Kayaks;

d. Standard household furnishings currently in her possession;

e. Any other property currently in her possession.

39. Home Safe Contents: The precious metals currently held in the home safe shall be the sole property of the Petitioner.

40. The Respondent shall remove his belongings from the marital residence within sixty (60) days.

FINANCIAL ACCOUNTS & DISSIPATION REIMBURSEMENT CLAIM

41. Joint Bank Accounts:

a. Zions Bank Gold Account (ending in 8207) shall be the sole property of Nela Craig, and James Craig's name shall be removed from the account.

b. Zions Bank Account (ending in 0513) shall be the sole property of James Craig, and Nela Craig's name shall be removed, or the account can be closed.

c. Zions Savings Account (ending in 3252) shall be the sole property of James Craig.

ALLOCATION OF MARITAL DEBTS

42. Mortgage Debt: The Provident Funding mortgage (approximately \$130,000 principal balance) on the marital residence shall be assumed or refinanced by Nela Craig

to remove James Wesley Craig from liability within ninety (90) days of entry of the Decree of Divorce, as set forth above.

43. Flight School Loan (Ales Wittek): The \$60,000.00e debt owed to Ales Wittek shall be paid by the Petitioner, as it has been offset by equity distribution of the marital home which is a material consideration to that agreement. The Petitioner shall indemnify the Respondent from any and all demands for the loan from Ales Wittick.

44. Zions Flex Line: The Zions Bank Flex Line of Credit (ending in 9378) shall be paid by James Craig, and he shall indemnify the Petitioner from this debt.

45. Each party shall pay and hold the other harmless from all individual credit card debts titled solely in their respective names. The parties shall provide a copy of Decree of Divorce to, and notify, all applicable creditors regarding their respective division of debts and obligations as stated above, and regarding the parties' separate current addresses.

46. All credit cards and charge cards in the possession or control of one party for which the other party is primarily liable shall be returned to the party with primary liability. In the event the parties have any credit cards or charge cards for which they are jointly liable, such cards shall be promptly canceled. Nothing shall prevent either party from keeping or using credit cards or charge cards for which he or she is solely liable.

47. If either party is obligated on a joint secured debt, the payment of that debt shall remain current. A party, who makes a payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

48. Each party shall offer their best efforts to remove each other from the debts or obligations stated above by refinance or otherwise and shall put the debt or obligation solely in their respective name, and to assume responsibility for and release any financial burden from the other party.

49. All other debts or obligations not specifically stated above shall be assumed by the party by whom the debt was incurred.

RETIREMENT & INVESTMENT ACCOUNTS

50. Division of Nela Craig's Retirement: Nela Craig's accumulated retirement assets during the marriage, including Altruist IRAs and a Utah Retirement Systems (URS) 401(k) shall be retained by Petitioner.

51. James Wesley Craig has no retirement accounts.

52. The parties have a joint IRA CD at Zions Bank (ending in 2448) and it shall be awarded to Respondent.

SEPARATE PROPERTY

53. All property and all property rights which may be vested in either party as a result of acquisition prior to marriage, family inheritance, trusts, or similar sources shall be awarded to the party from whom the property came or to the party from whose family it came.

ATTORNEY FEES & COURT COSTS

54. The parties shall each assume their own attorney fees and court costs in this matter.

COOPERATION

55. The parties shall cooperate with each other, through counsel or otherwise, to effect change in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debt divided herein, and shall cooperate in each and every other way necessary or proper to ensure the Decree of Divorce is carried out in every detail within ninety (90) days.

56. Each party shall execute and deliver to the other such documents as are required to implement the provision of the Decree of Divorce entered by the Court.

MUTUAL RESTRAINING ORDERS

57. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing abuse against the other party. It is fair and reasonable that both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations.

FUTURE DISPUTE RESOLUTION

58. In the event a future dispute arises regarding a provision of the parties' Decree of Divorce, the parties shall enter mediation before seeking a resolution in Court.

PUBLIC ASSISTANCE

59. Neither party is receiving public assistance, therefore, the state need not be joined as a party in this matter.

NAME CHANGE

60. The Petitioner shall be allowed to be restored to her maiden name, Nela Wittek, or whatever other name shall she so chose.

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

APPROVAL AS TO FORM:

Electronically signed with permission

/s/ Jenny Jones
Jenny Jones
Attorney for Respondent

RULE 7 NOTICE

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

DATED this 19th day of August 2026.

OLD TOWN LEGAL SERVICES, PLLC

/s/ Lauren Forsyth
Lauren Forsyth
Attorney for Petitioner

CERTIFICATE OF DELIVERY

I hereby certify that on this day 19th of August 2026, I delivered a true and correct copy of the foregoing to the following, via the email.

Jenny Jones
Attorney for Respondent

/s/ Jana Clukey