



Bonnie Morriss #61021
Morriss Legal Services
P.O. Box 13274
Ogden, UT 84412
(801) 603-5090
morrisslegalservices@gmail.com

Licensed Paralegal Practitioner for Abbigail Eva Mower

**IN THE DISTRICT COURT OF UTAH
FOURTH JUDICIAL DISTRICT, UTAH COUNTY**

In the Matter of the Marriage of	DECREE OF DIVORCE
ABBIGAIL EVA MOWER, Petitioner,	Case No. 264401799
and	Judge: Anthony Howell
NICHOLAS STEVEN MOWER, Respondent.	Commissioner: Dustin Hardy

This divorce action is before the Court on Abbigail's Petition for Divorce. The Court

having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully
advised, adjudges and decrees as follows:

1. DIVORCE: Abbigail shall be granted a divorce based upon the grounds of irreconcilable
differences.

2. JURISDICTION: Abbigail is a residence of Utah County and has resided in Utah County
for at least three months immediately before filing this case.

3. CHILD: There has been one child born as a result of this marriage, to wit:
C.W.M. Born 11/15/2024

11. JURISDICTION OVER CUSTODY AND PARENT TIME ISSUES: Utah has
jurisdiction over the custody and parent-time issues in this case because: Utah is the home state of the

parties' minor child under Utah Code 81-11-101, or This case meets the criteria under Utah Code 81-11-201 and 81-11-208.

12. OTHER COURT PROCEEDINGS: Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 78B-13-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 78B-14-101 et seq.): There are no custody, child support, or parent-time cases about the minor child in any court or government agency. This includes filed, pending, and completed cases.

13. CUSTODY: It is in the child's best interest that both parties be awarded joint legal custody of the minor child.

14. It is in the child's best interest that Abbigail be awarded primary physical custody of the minor child, subject to Nicholas' parent time.

15. Nicholas shall have parent time with the minor child as the parties agree. Specifically, Nicholas shall have every other weekend from Friday through Sunday evening. During a week that is Nicholas' weekend, he shall have two midweek, non-overnight visits. During a week that is Abbigail's weekend, Nicholas shall have three midweek, non-overnight visits. Unless otherwise agreed upon, parent time shall conclude at 9:00 p.m.

16. The parties shall share holidays with the minor child as they can agree. If the parties cannot agree, the parties shall share holidays pursuant to Utah Code §81-9-302, attached herewith as Exhibit "A." The exception to this provision is that both parties shall have two weeks of uninterrupted parent time during the summer months. Both parties shall provide their dates for summer by May 1st of each year. If dates conflict with each other, Abbigail shall have the first pick of dates in even years and Nicholas shall have the first pick of dates in odd years.

17. For the purposes of the holiday schedule, Nicholas shall be designated as the “noncustodial parent.”

18. PARENTING PLAN:

a. Decision-making:

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

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

b. Education plan: The school the child will attend shall be based on Abigail’s current address. Should the parties elect to change the child’s school based upon other factors, they should have the ability to agree upon a change of school if both parties agree. Both parties have the authority to check the child out of school. Both parties shall have the authority to have access to the child during school.

c. Communication with each other: Parents shall communicate with each other by any method. Both parents shall communicate respectfully regarding matters affecting the child and shall share important information regarding the child’s welfare.

d. Communication with the child: The parents agree they will give the child privacy during their communication with the other parent. The parents will not interfere with or

monitor communication between the child and the other parent. Both parties shall have equal access to the child's cellular devices. The parties shall be allowed to assist the minor child in communications given his age.

e. Right of First Refusal: If a party is unable to care for the minor child personally during their parent time for two hours or more, including overnights, that parent shall first offer the other parent the opportunity to care for the child before making alternate childcare arrangements.

f. Transportation: Unless otherwise agreed upon, the parent beginning their scheduled parent time shall be responsible for picking up the minor child from the other parent.

g. Records and information sharing: Both parents will have access to records and the ability to consult with providers regarding education and health care.

h. Travel by the child: During their parent-time, the parent may consent for the child to travel with a sports team, religious group, school group, relatives, friends, or with others. If the child will be travelling for more than one day, the parent arranging travel will notify the other parent at least five days in advance. That parent will give the other parent the travel schedule, locations, and phone numbers at least five days in advance. In case of emergency, the parent will provide as much notice as possible.

i. Travel by the parties: If either parent travels with the child outside of the normal residence area, that parent shall provide the other parent with a reasonable advanced itinerary, including destination, lodging location, travel dates, and contact information.

j. Military service by a parent: Neither parent is a servicemember.

k. Relocation of a parent: The parties shall abide by the Utah Code 81-9-209 if either party relocates more than 150 miles away from the other party. The moving party shall notify the other party in writing 60 in advance of the move. Utah Code 81-9-209 is attached herewith as Exhibit “B.”

l. Changing the plan: This plan remains in effect until changed. A change must be agreed to by both parents. Major or permanent changes must be in writing, but minor or temporary changes can be made orally.

m. Resolving disputes: If the parents need to resolve a dispute regarding the child, they will discuss the issues in good faith and try to reach an agreement based on what is best for their child. If the parents are unable to agree, Abbigail shall have presumptive final say. If Nicholas disagrees with a decision, he shall first request mediation prior to bringing the issue to court.

n. Mutual Restraining Orders: Both parties shall be mutually enjoined and restrained from discussing these proceedings and/or arguing while in the sight or hearing distance of the minor child.

o. Both parties are mutually enjoined and restrained from exposing the minor child to discussions regarding custody, the court documents and/or questions about their desires regarding custody, including bringing the minor child into the middle of these discussions.

p. Both parties shall be mutually restrained from discussing the case in the presence of the parties’ child or allowing third parties to discuss the case in the presence of the parties’ child.

q. Both parties shall be restrained from making negative, disparaging, or derogatory comments about the other Party to or in the presence of the parties' child and shall use their best efforts to restrain third parties from making any such comments in the presence of the parties' child. This "non-negative, non-disparaging, non-derogatory" provision includes all communication between the parties or to third parties, whether by text message, email, direct phone calls, voice messages, live video or face-to face communication.

r. Each parent shall encourage and foster a positive relationship between the child and the other parent and shall not interfere with the child's relationship with the other parent.

19. CHILD SUPPORT: Abbigail has a gross monthly income of \$4,874.13. Nicholas has gross monthly income of \$7,083.33.

20. Child support should be based upon the sole custody worksheet with Abbigail being designated as the primary custodial parent.

21. Based upon the child support worksheet, Nicholas shall pay to Abbigail \$685 per month in child support. Half shall be due by the 5th of every month and half shall be due by the 20th of every month.

22. ALIMONY: Neither party shall be awarded alimony from the other now or in the future.

23. DEPENDENT CHILD FOR TAX PURPOSES: The parties shall file joint tax returns for the tax year of 2025. Any refund realized from the filing shall be split equally between the parties. If there are taxes owing, both parties shall pay half.

12. Beginning in the tax year of 2026 and every year going forward, the parties shall file separate tax returns.

13. The parties shall alternate claiming the minor child on their tax returns. Abbigail shall claim the child on even numbered tax years and Nicholas shall claim the child on odd numbered tax years.

14. Notwithstanding the foregoing, Nicholas shall not be permitted to claim the child on his tax returns if he is behind in child support payments by December 31st of that given tax year.

15. CHILD HEALTH CARE: The parties must provide health care coverage for the medical expenses of the dependent child. 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.

16. Currently, the minor child is covered on both parties' medical insurance. Both parties should therefore pay for their own premiums.

17. Should insurance no longer be available through either party's employment at some point, the parties shall work together to decide on the most affordable and greatest coverage for the minor child. Both parties shall continue to pay half of the medical premiums incurred on behalf of the minor child.

18. Both parties will equally share all uninsured and unreimbursed medical, dental, or orthodontia expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent child.

19. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.
20. 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.
21. 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.
22. 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.
23. CHILD CARE EXPENSES: Both parties will equally share all reasonable work, career, or occupational training-related childcare expenses.
24. The parties agree that each party shall be responsible for their own childcare costs during their own parent time. Neither party shall contribute to the other's childcare costs that are incurred on days that they are scheduled to have the child for parent time.
25. Childcare may only be provided by a state licensed childcare provider or a responsible party that is over the age of 18.
26. BUSINESSES: There are no businesses owned by either party requiring division by the Court.
27. VEHICLES: Abbigail shall be awarded the 2014 Jeep Compass and the Coleman side-by-side. Nicholas shall be awarded the 2021 Dodge Ram, 2024 Can-Am, and travel trailer. Both parties shall cooperate in removing each other from the titles of the vehicles in their names. Both parties shall be responsible for insurance and any loans associated with the vehicle(s) they are awarded.

28. Nicholas shall refinance the 2021 Dodge Ram loan into his name only within ninety (90) days of the entry of the Decree of Divorce, removing Abbigail from any liability associated with the vehicle.

29. PERSONAL PROPERTY: Each party shall be granted his or her personal effects and personal items of property. The parties' remaining personal property which has previously removed from the residence shall be divided as they agree. If the parties are unable to agree, they shall attend a session of mediation. If the parties are unable to agree in mediation, either party may bring the issue before the Court after attempting in good faith to mediate the issue.

30. FINANCIAL ACCOUNTS: Nicholas shall be awarded the US Bank account in his name. Abbigail shall remove herself from the account and establish her own account.

31. RETIREMENT: Each party shall be awarded any retirement accounts in their own names without any claim by the other party.

32. REAL PROPERTY: The parties acquired a parcel of real property during the marriage located at 368 North Center Street, Santaquin, Utah 84655, known as the marital residence.

33. Nicholas shall be awarded the marital home and shall be solely responsible for the loans/mortgages associated with the marital home. Abbigail shall retain an interest in the home in the amount of \$145,000. This amount shall be paid to Abbigail within two years from the date of the entry of the Decree of Divorce. Nicholas will further refinance the home into his name only, holding Abbigail harmless from the debt.

34. If the property is sold prior to the expiration of the two-year period, the full \$145,000 amount shall be paid to Abbigail at the time of closing.

35. To secure payment obligation, Abbigail shall have a lien against the property. Abbigail may record a Notice of Lien or certified copy of the Decree with the Utah County Recorder. The lien shall remain in place until the \$145,000 obligation is satisfied in full.

36. Until the property settlement is paid in full, Nicholas shall not take any action that materially reduces the equity in the property. This includes, but is not limited to: home equity loans, second mortgages, using the property as collateral for additional debt, default, or interest.

37. If payment is not made within the two-year period, the house shall be listed for sale and the \$145,000 shall be paid to Abbigail upon closing of the property.

38. DEBTS: Nicholas shall be responsible for the joint credit card associated with US Bank and Service Experts Advantage membership associated with the Santequin property.

39. Abbigail shall be responsible for the Chase credit card. Each party shall hold the other harmless for the debts they are ordered to pay.

40. If either party incurs debts after the parties' separation, or in their own name without the other party's knowledge, each party shall be responsible for their own debt.

41. Both parties shall be equally responsible for the hospital bill for the minor child's birth.

42. PUBLIC ASSISTANCE STATEMENT – OFFICE OF RECOVERY SERVICES (ORS): Neither party is receiving public assistance.

43. ATTORNEY'S FEES: Each party shall be responsible for their own attorney's fees and costs associated with this action.

44. DUTY TO SIGN DOCUMENTS: The parties will sign all documents necessary to comply with the Decree of Divorce 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.

45. Abbigail and Nicholas ask that they be granted a Decree of Divorce pursuant to the terms of this stipulation, and for such other relief as the court deems equitable and just.

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

//

Electronic Signature shall appear at the top of the first page of this document.

Approved as to form:

NICHOLAS MOWER
Respondent

CERTIFICATE OF SERVICE

I hereby certify that I did cause to be delivered by efileing and emailing a true and correct copy, and therefore served a true and correct copy of the foregoing, ***Decree of Divorce*** this 7th day of August, 2026, to the following:

Nicholas Steven Mower
Email: nickmower8202011@gmail.com

/s/ Bonnie Morriss
Licensed Paralegal Practitioner

Exhibit A – Utah Code 81-9-302(12)

(12) The following table is the holiday schedule for parent-time under this section.

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor	Even years	Odd years

	child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 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) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years

Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before 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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly	Odd years	Even years

	dismissed 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 7 p.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 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 9 p.m.	Odd years	Even years

Exhibit B – 81-9-209

81-9-209. Notice of relocation -- Effect of relocation on parent-time schedule.

- (1) As used in this section, "relocation" means moving 150 miles or more from the residence of the other parent.
- (2) The relocating parent shall provide written notice to the other parent at least 60 days before the day on which the relocating parent intends to relocate.
- (3) The written notice of relocation under Subsection (2) shall contain statements affirming :
 - (a) the parent-time provisions in Subsection (9) or a parent-time schedule approved by both parties will be followed; and
 - (b) that a parent will not interfere with the other's parental rights pursuant to court ordered parent-time arrangements or the parent-time schedule approved by both parties.
- (4) The court shall, upon motion of any party or upon the court's own motion, schedule a hearing with notice to:
 - (a) review the notice of relocation and the relevant parent-time schedule under Section [81-8-302](#) or [81-8-304](#); and
 - (b) make appropriate orders regarding the parent-time schedule and costs for parent-time transportation.
- (5) In a hearing to review the notice of relocation, the court shall, in determining if the relocation of a custodial parent is in the best interest of the minor child, consider any other factors that the court considers relevant to the determination.

- (6) If the court determines that relocation is not in the best interest of the minor child, and the custodial parent relocates, the court may order a change of custody.
- (7) (a) If the court finds that the relocation is in the best interest of the minor child, the court shall determine the parent-time schedule and allocate the transportation costs that will be incurred for the minor child to visit the noncustodial parent.
- (b) In making a determination under Subsection (7)(a), the court shall consider:
- (i) the reason for the parent's relocation;
 - (ii) the additional costs or difficulty to both parents in exercising parent-time;
 - (iii) the economic resources of both parents; and
 - (iv) other factors the court considers necessary and relevant.
- (8) If a parent relocates because of an act of domestic violence or family violence by the other parent, the court shall make specific findings and orders with regard to the application of this section.
- (9) Unless otherwise ordered by the court, upon the relocation of one of the parties, the following schedule is the minimum parent-time the noncustodial parent is entitled to a minor child who is five to 18 years old:
- (a) in years ending in an odd number, the minor child shall spend the following holidays with the noncustodial parent:
- (i) Thanksgiving holiday beginning Wednesday until Sunday; and
 - (ii) Spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;
- (b) in years ending in an even number, the minor child shall spend the following holidays with the noncustodial parent:
- (i) the entire winter school break period; and
 - (ii) the Fall school break beginning the last day of school before the holiday until the day before school resumes;
- (c) extended parent-time equal to 1/2 of the summer or off-track time for consecutive weeks; and
- (d) one weekend per month, at the option and expense of the noncustodial parent.
- (10) For extended parent-time under Subsection (9)(c), the minor child should be returned to the custodial home no later than seven days before school begins, except that this week is counted when determining the

amount of parent-time to be divided between the parents for the summer or off-track period.

- (11) (a) The court may also set a parent-time schedule for a minor child who is younger than five years old.
- (b) The schedule shall take into consideration the following:
- (i) the age of the minor child;
 - (ii) the developmental needs of the minor child;
 - (iii) the distance between the parents' homes;
 - (iv) the travel arrangements and cost;
 - (v) the level of attachment between the minor child and the noncustodial parent; and
 - (vi) any other factors relevant to the best interest of the minor child.
- (12) The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.
- (a) (i) If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent shall receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend.
- (ii) If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent is entitled to the next to the last weekend of the month.
- (b) 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 shall be considered the noncustodial parent's monthly weekend entitlement for that month.
- (c) If a minor child is out of school for teacher development days or snow days after the minor child begins the school year, or other days not included in the list of holidays in Subsection (9) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days shall be included in the weekend parent-time.
- (13) The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.
- (14) In the event finances and distance preclude the exercise of minimum parent-time for the noncustodial parent during the school year, the court should consider awarding more time for the noncustodial parent during the summer time if it is in the best interests of the the minor child.
- (15) (a) Upon the motion of any party, the court may order uninterrupted parent-time with the noncustodial

parent for a minimum of 30 days during extended parent-time, unless the court finds it is not in the best interest of the minor child.

- (b) If the court orders uninterrupted parent-time during a period not covered by this section, the court shall specify in its order which parent is responsible for the minor child's travel expenses.
- (16) (a) Unless otherwise ordered by the court the relocating party shall be responsible for all the minor child's travel expenses relating to Subsections (9)(a) and (b) and 1/2 of the minor child's travel expenses relating to Subsection (9)(c), provided the noncustodial parent is current on all support obligations.
- (b) If the noncustodial parent has been found in contempt for not being current on all support obligations, the noncustodial parent is responsible for all of the minor child's travel expenses under Subsection (9), unless the court rules otherwise.
 - (c) A responsible party shall make a reimbursement to the other for the minor child's travel expenses within 30 days of receipt of documents detailing those expenses.
- (17) The court may apply this provision to any preexisting decree of divorce.
- (18) Any action under this section may be set for an expedited hearing.
- (19) A parent who fails to comply with the notice of relocation in Subsection (2) is in contempt of the court's order.