The Order of the Court is stated below:
Dated: October 09, 2026 03:26:21 PM **/s/** SEAN PETERSEN
District Court Judge

UTAH LEGAL SERVICES, INC.
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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH
137 N. Freedom Blvd, Provo, UT 84601

In the Matter of the Marriage of DESTRIE KIANDRA MOON, Petitioner, and PRESTON KADE NACKOS, Respondent, STATE OF UTAH, Office of Recovery Services, Intervenor.	**DECREE OF DIVORCE** Case No.: 264400692 Judge: Sean Petersen Commissioner: Dustin Hardy

THE ABOVE CAPTIONED MATTER having come before the Court, the Court now being fully advised in the premises, having previously made and entered its Findings of Fact and Conclusions of Law, and, for good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. **Marriage Terminated.** The marriage of the parties is hereby terminated and the parties are granted a Decree of Divorce, said decree to become final automatically upon the date of signing and entry by the Court.

2. **Children.** The parties are the legal mother and legal father of the following child. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration the names and

birth dates of the minor child are being submitted to the court on the NON-PUBLIC INFORMATION – MINORS form. The initials, birth month, and birth year of minor child are as follows:

a. J.M.N., born in December of 2023

3. **Protective Order.** There are two Protective Orders in effect between the parties (Case Nos. 251001163 and 264400234) which shall remain in full force and effect throughout this action and after the entry of the final Order. No provision in this action shall be construed as dismissing the protective order actions.

4. **Legal Custody.** It is in the best interest of the parties' minor child that the Court award legal custody as follows: The parties shall have joint legal custody. The parties shall handle decision making regarding the minor child as follows:

a. Day-to-day and emergency decisions shall be made by the party who the child is with at the time. In the event of any emergency involving the child, the other party shall be notified as soon as reasonably possible.

b. The parties shall attempt to reach shared decisions on behalf of the child in connection with all major decisions according to the following procedure:

i. The party who becomes aware of a major decision concerning a child shall notify the other party upon becoming aware of the issue.

ii. The parties shall then discuss the issue in an attempt to reach an agreement regarding the decision and in conjunction with this, consult with a professional or professionals (if applicable) qualified in the area of the decision.

iii. In the event the parties are unable to reach an agreement regarding the decision, they may participate in mediation to address the decision. The mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediation.

iv. If the parties are unable to reach an agreement, either party may request that the District Court make the final decision.

5. **Physical Custody.** It is in the best interest of the parties' minor child that the Court award physical custody as follows: Destrie Moon shall be awarded sole physical custody subject to Preston Kade Nackos's ("Preston") right to parent-time.

6. **Parent-time.** Preston's parent-time shall be as the parties agree. If the parties cannot agree, the parties shall follow a modified version of U.C.A. 81-9-302, along with any restrictions listed in the parenting plan, as follows:

Midweek visits (each week):	Preston shall be entitled to parent-time Tuesdays and Thursdays from 5:45 p.m. to 8:00 p.m.
Weekend visit (every other weekend):	Alternating weekend parent-time shall begin the first weekend after the entry of the decree. Alternating weekend parent-time beginning at 6:00 p.m. on Friday and ending on Monday upon delivering the minor child to school or at 9:00 a.m. if there is no school. During the time a child's school is not in session a non-custodial parent may elect alternating weekend parent-time to begin on Friday from approximately 9:00 a.m., accommodating the custodial parent's work schedule, and ending on Monday at 9:00 a.m. Weekends include any "snow" days, teacher development days, or other days when school is not scheduled and which are contiguous to the weekend period. A step-parent, grandparent, or other responsible adult designated by the non-custodial parent, may pick up the children if the custodial parent is aware of

the identity of the individual, and the parent will be with the children by 7 p.m.

Weekend parent-time elections shall be made by the non-custodial parent at the time of entry of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the non-custodial parent in the event of a change in the children's schedule.

Holiday Parent-time: Holidays as specified below in the HOLIDAY SCHEDULE.

Extended Parent-time: Extended parent-time with the non-custodial parent may be up to four consecutive weeks when school is not in session, at the option of the non-custodial parent, including weekends normally exercised by the non-custodial parent, but not holidays;

a. two weeks shall be uninterrupted time for the non-custodial parent;
b. the remaining two weeks shall be subject to midweek parent-time for the custodial parent (from the time the children's school is regularly dismissed until 8:30 p.m. on the midweek elected by the custodial parent) and holidays exercised by the custodial parent; and
c. the custodial parent shall have an identical two-week period of uninterrupted time when school is not in session, for purposes of vacation.

Both parents shall provide notification of extended parent-time or vacation weeks with the children. In odd-numbered years, the noncustodial parent shall provide notice to the custodial parent by May 1 and the custodial parent shall provide notice to the noncustodial parent by May 15. In even-numbered years, the custodial parent shall provide notice to the noncustodial parent by May 1 and the noncustodial parent shall provide notice to the custodial parent by May 15.

If a parent fails to provide notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

If a noncustodial parent provides notice to the custodial parent of their intended extended parent-time schedule, including their two weeks of interrupted parent-time, the custodial parent shall give notice within 10 days if they intend to exercise any midweek parent-time or holiday parent-time during the noncustodial parent’s two weeks of interrupted extended parent-time.

Electronic Telephone contact shall be at reasonable hours and for a reasonable duration.

Communication/ Virtual Parent-time:	Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration.
Holiday Parent-time:	The parties shall follow the holiday provisions and schedule set forth in U.C.A. § 81-9-302 with Destrie designated as the custodial parent.

The following provisions apply to Holiday Parent-time:

a. Holidays take precedence over weekend parent-time.

b. Changes may not be made to the parent-time schedule. However, if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

a. Mother's Day and Father's Day take precedence over any other parent-time.
b. Children’s Birthdays take precedence over any parent-time listed below, except a parent exercising uninterrupted time who is taking the children away from that parent's residence for the uninterrupted extended parent-time.
c. Other holidays (not including those listed above) take precedence over extended parent-time and regular weekday or weekend parent-time
d. Extended parent-time takes precedence over regular weekday or weekend parent-time

c. Other Included Days:

a. If a holiday falls on a weekend or on a Friday or Monday and the total holiday period extends beyond that time so that the child is free from school and the parent is free from work, the noncustodial parent shall be entitled to this lengthier holiday period.

b. When one or more children is school-age, holidays include any "snow" days, teacher development days after the children begin the school year, or other days when school is not scheduled, contiguous to the holiday period.

c. During the time a child's school is in session, at the election of the non-custodial parent, parent-time over a scheduled holiday weekend may begin from the time the child's school is regularly dismissed at the beginning of the holiday weekend until 7 p.m. on the last day of the holiday weekend.

d. During the time a child's school is not in session, at the election of the non-custodial parent, parent-time over a scheduled holiday weekend may begin at approximately 9 a.m., accommodating the custodial parent's work schedule, the

first day of the holiday weekend until 7 p.m. on the last day of the holiday weekend, if the non-custodial parent is available to be with the child.

d. School Attendance: If a holiday falls on a regular scheduled school day, the non-custodial parent shall be responsible for ensuring the children's attendance at school for that school day.

e. 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.

f. An election shall be made by the noncustodial parent at the time of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.

g. An election required to be made by either parent concerning parent-time (regular or holiday) shall be made a part of the decree and made a part of the parent-time order.

h. When interpreting the holiday schedule for a single child under the age of 5, all days shall be considered days when school is not in session.

7. **Parenting Plan.** The following shall apply unless both parties agree otherwise.

a. Communication. The parties shall communicate with each other only about child-related and financial issues addressed in the decree and only via AppClose. Preston shall pay the cost of AppClose for both parents should Destrie not qualify for a free version; if at any point Preston does not pay for the cost of AppClose for both parents, the parents shall communicate only in writing. All communication between the parties shall be civil and courteous in nature and shall not include any threats, profanity, swearing, badgering, disparaging language, or name calling.

b. Scheduling Parent-time:

i. Regular school hours shall not be interrupted for a school-age child for the exercise of parent-time by either parent unless both parties agree in writing.

ii. 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 children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

c. Information Access:

i. The non-custodial parent shall be entitled to attend and participate fully in all school, social, sports, and community functions in which a child is participating or being honored.

ii. The non-custodial parent shall be responsible for arranging to receive notice directly of any school, social, sports, and community functions in which a child is participating or being honored. When it is not possible for the non-custodial parent to arrange to receive notice directly, the custodial parent shall make information related to these functions available to the non-custodial parent. The custodial parent may do this by any reasonable method, including by storing this information in an electronic format or location to which the non-custodial parent has access.

iii. The non-custodial parent shall have access directly to all school reports including preschool and daycare reports and medical records.

d. Virtual Parent-time:

i. During reasonable hours, each parent shall permit and encourage reasonable and uncensored communications between the other parent and the child in the form of mail privileges and virtual parent-time, if the equipment is reasonably available.

ii. Virtual parent time shall supplement, not replace, in-person parent-time. 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 visits between a non-custodial parent and a child or between a child and the custodial parent when the child is staying with the noncustodial parent.

e. Travel:

i. A child under the age of five (5) shall not travel unchaperoned.

ii. For emergency purposes, whenever there is nonroutine travel with a child, all of the following shall be provided to the other parent:

1. an itinerary of travel dates,
2. destinations,
3. places where the child or traveling parent can be reached, and
4. the name and telephone number of an available third person who would be knowledgeable of the children's location.

f. Childcare:

i. Parental care shall be presumed to be better care for a child than surrogate care.

ii. Childcare arrangements existing during the parties' relationship are preferred, as are childcare arrangements with nominal or no charge.

iii. Each parent shall provide all surrogate childcare providers with the name, current address, and telephone number of the other parent and shall provide the other parent with the name, current address, and telephone number of all regularly used surrogate childcare providers.

g. Parent-time Exchanges. Parent-time exchanges shall be as follows, unless the parties agree otherwise in writing:

i. Parent-time exchanges shall occur at the main entrance of the Provo Peaks Elementary School.

ii. There shall be no communication during the exchange.

iii. At pick-up, Preston shall remain buckled in the driver's seat. Destrie shall open the rear passenger door, put the child in, and depart.

iv. At drop-off, Preston shall remain buckled in the driver's seat. Destrie shall open the passenger door, take the minor child out of the car, and depart.

v. Either party may arrange for a third-party to pick up J.N., as long as the third party is communicated to and known by the other parent, for the parent-time exchanges.

h. Right of First Refusal. If either parent is unable to personally care for a child for a period of more than four hours, that parent shall give the other parent the opportunity to provide childcare before arranging childcare by a nonparent. If

they know in advance they will be unavailable, the parent who is going to be unavailable to care for the child shall provide as much advanced notice to the other parent as is reasonably possible. If the other parent chooses to provide childcare, he or she shall respond promptly and shall be responsible for all transportation.

i. Other:

i. 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.

ii. Each parent shall notify the other parent immediately in the event of a medical emergency.

iii. 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 24 hours of any change.

iv. Neither party shall use corporal punishment with a child.

v. A parent shall immediately notify the other parent if the parent resides with an individual or provides an individual with access to the child when the parent knows that the individual is required to register as a sex offender, kidnap offender, or child abuse offender, or knows that the individual has been convicted of a child abuse offense, sexual offense against a child, an offense for kidnapping or human trafficking of a child, a sexual exploitation offense against a child, or any offense that is

substantially similar to one of the above.

8. **Relocation.** If either party moves more than 150 miles from the other parent, the moving parent shall provide 60 days' advance written notice of the intended relocation to the other parent. A moving parent who fails to comply with the notice of relocation shall be in contempt of the Court's order. The written notice of relocation shall contain statements affirming that:

a. The parent-time provisions in Utah Code 81-9-209 or a schedule approved by both parties shall be followed, and

b. Neither parent shall interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.

c. **Destrie's Income.**

a. Destrie Moon is not employed but is able to work part-time. Destrie shall be imputed income at the federal minimum wage: $1,257 gross per month.

9. **Preston's Income.**

a. Preston is employed and earns approximately $5,000 gross per month.

10. **Child Support.** Pursuant to Utah Code 81-6-201 and seq., Preston shall be ordered to pay child support to Destrie as follows:

a. A sum of not less than $610 per month base support in compliance with the Uniform Child Support Guidelines.

b. Unless the Court orders otherwise, support for each child shall terminate at the time (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later,

or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 80-7-102 and seq.

c. The parties agree that neither party shall owe child support arrearages.

d. Current child support shall begin the month immediately following the entry of an order for child support.

e. The monthly child support shall be due on the 1st day of each month.

f. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code 26B-9 parts 3 and 4, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments are to be sent elsewhere.

g. Each of the parties is under mutual obligation to notify the other within 14 days of any change in monthly income that would impact the calculation of child support.

h. If a party's income changes prior to the entry of a final order in this matter, and the result is that Preston's child support obligation shall remain the same or

decrease under the Uniform Child Support Guidelines, Destrie shall be permitted to submit corrected income information and child support calculations to the Court without notice to, or approval of, Preston.

i. The sole custody worksheet was used to calculate child support in this matter.

j. Child support services, such as enforcement or other services under Part IV of the Social Security Act, 42 U.S.C., Section 601 and seq., have not been provided on behalf of a child who is a subject of this action.

k. Change In Physical Living Arrangements of Child:

i. If the physical living arrangements of a child change from what is ordered (not including temporary changes for parent-time or visitation), then pursuant to Utah Code 81-6-205, any parent with whom the child is not residing is required to pay child support to whomever the child is residing with. Destrie's base child support obligation would be $75 per month. Preston's base child support obligation would be $610 per month. Any parent with whom the child is not residing shall automatically begin paying this base support obligation amount without the need to modify this child support order.

l. Modification or Adjustment:

i. Under Utah Code 81-6-212, the parties have a right to adjust this child support order by motion after three years from the date of its entry or last modification if, upon review, there is a difference of 10% or more between the ordered child support amount and the new amount of child support (under the Utah child support guidelines, calculated using the appropriate child support worksheet) and the difference is not of a temporary nature. Under Utah Code 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

ii. Under Utah Code 81-6-212, the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances, which may include: (1) material changes in custody, (2) material changes in the relative wealth or assets of the parties, (3) material changes of 30% or more in the income of a parent, (4) material changes in the employment potential and ability of a parent to earn, (5) material changes in the medical needs of the child, or (6) material changes in the legal responsibilities of either parent for the support of others. The substantial change must not be of a temporary nature and must result in a difference of 15% or more between the ordered child support amount and the new child support amount, calculated using the appropriate child support worksheet.

11. **Taxes.**

a. Preston Nackos shall be entitled to claim the parties' child as dependent for tax purposes in even numbered tax years if Preston Nackos is current on all child support and other court ordered financial obligations by December 31 of the tax year. Destrie Moon shall be entitled to claim the parties' child as dependent for tax purposes in odd numbered tax years and any years when Preston Nackos is not entitled to claim the child.

b. If a party is entitled to claim a child as dependent for tax purposes for a given year, but will not be doing so (or would not receive a benefit from claiming the child), they shall inform the other parent as soon as reasonably possible, and the other parent may claim the child.

12. **Child Health and Dental Insurance.**

a. The parents shall provide health care coverage for the medical expenses of a minor child as defined in 81-6-101. If insurance for a child’s medical and/or dental expenses is available or becomes available to either parent at reasonable

cost, the parent(s) shall be responsible for maintaining insurance for each dependent child.

b. If at any point both parents maintain insurance for a dependent child, the insurance plan of Preston Nackos shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Destrie Moon shall be secondary coverage for the dependent child. If a parent remarries and their 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 health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

c. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance, calculated in accordance with 81-6-208(9) ("The premium expense for a child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case"). Should the payor spouse regarding child support also be responsible for maintaining health insurance coverage, that party may automatically deduct the payee spouse's portion of the child's medical premium from his or her child support obligation.

d. Both parents shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a dependent child,

including deductibles and copayments.

e. The party who incurs health care expenses shall provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment.

f. The party to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification.

g. A party incurring health care 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 order.

h. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year and notify the other party within 30 days of any change of coverage.

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

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

childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

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

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

14. **Personal Property.** The parties acquired personal property during the marriage. This property has already been divided and shall be awarded as currently held by the parties.

15. **Debts.** The parties acquired debts during the marriage. Each party shall notify respective creditors or obligees regarding the division of debts, obligations and/or liabilities herein along with his or her current address. Each party shall be ordered to assume and pay debts assigned to them as listed below. For any debts which are assigned to both parties, each party shall be ordered to assume and pay one-half of the amount owed on the debt as of August 8, 2025. Any debt incurred after August 8, 2025 shall be the responsibility of the party who incurred the debt unless specified otherwise below. The party assuming responsibility for a debt shall be ordered to hold the other party harmless from liability for that debt. If any other debts exist, each debt shall be the responsibility of the party incurring the debt.

Creditor	Type of Debt	Account Ending In	To Be Assumed By
Provo Fire and Rescue	Medical Debt		Both parties split equally

16. **Real Property.** The parties have no real property that is marital property, or which is necessary to address in this case.

17. **Spousal Support.** Neither party shall be awarded spousal support.

18. **Retirement Funds.** The parties have retirement funds. The retirement funds shall be awarded to the party whose name is on the account.

19. **Telephone Account.** Destrie and Preston are currently on the same phone plan. Preston shall continue to pay the monthly phone bill until the end of the remaining 11 months on the phone contract or the end of July 2027, whichever comes first. Preston shall not alter the account settings or parental controls on Destrie's phone. Destrie shall pay Preston $478 to pay off both the old phone and new phone in her possession; Destrie shall pay this amount by the end of May 2027.

20. **Notice to Creditors/Providers Regarding Payment of Children's Medical Expenses:** Pursuant to Utah Code 15-4-6.7(1), having received a copy of a court order or administrative order providing for payment of children's medical or dental expenses, a provider shall, upon request from either parent, separately bill each parent for his/her share of the medical or dental expenses that the parent is required to pay under the order. If one parent has paid in full the share of the medical or dental expenses that he/she is required to pay under the order, a provider/creditor may not, within 30 days after the date on which the medical or dental service is rendered, make a claim for unpaid medical or dental expenses against that parent, and may not, within 30 days after the date on which

the medical or dental service is rendered, make a negative credit report under Section 70C-7-107 or report of the debtor’s repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding that parent.

21. **Notice to Creditors/Providers Regarding Payment of Children’s School Fees:** Pursuant to Utah Code 15-4-6.7(2), a provider who receives a copy of a court order providing for the payment of school fees of a minor child before the day on which the provider first issues a bill for a school fee shall, upon request from either parent, separately bill each parent for the share of the school fee that the parent is required to pay under the order. Each parent is liable only for the share of the school fee that the parent is required to pay under the order. A provider who receives a copy of the order (regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee) may not make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order. A provider may bill a parent for the parent's share of a minor child's school fee regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the minor child's school fee.

22. **Notice to Creditors Regarding Joint Debts:** Pursuant to Utah Code 15-4-6.5, a creditor, having received a copy of a court order giving notice that joint debtors are divorced, and having been expressly advised of the separate current addresses of the debtors, shall provide copies of all statements, notices, and other similar correspondence

(required by law or by the contract) to both debtors individually. If a party is not ordered by the court to make payments on a joint obligation, no negative credit report under Utah Code 70C-7-107, and no report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served with this notice, until all of the following have occurred:

a. the creditor has made a demand on the party who is ordered by the court to make payments on the joint obligation,

b. the party who is ordered by the court to make payments on the joint obligation has failed to pay, and

c. the creditor has made a demand on the party who is not ordered by the court to make payments.

23. **Duty to Sign Documents which Implement Decree of Divorce**. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. If a party fails to execute a document within 60 days of the entry of their divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

24. **Mediation Required Prior to Modification.** Prior to any Petition being filed to change any provision of the final Decree of Divorce, the parties must attempt to resolve

the issue through mediation, unless emergency circumstances make attempting mediation impractical.

25. **Mutual Restraining Orders.** Unless the parties agree otherwise in writing, the following shall apply:

a. Neither party shall attempt, threaten, or commit domestic violence against the other party or a party's minor child. This includes physically harming, stalking, or harassing the other party or child by any means, including electronically.

b. Neither party shall enter the other party's place of residence without express written permission.

c. Neither party shall access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.

d. Neither party shall distribute the other party's image or personal information.

e. Neither party shall use the other party's name, likeness, image, or identification to conduct any sort of transaction, make any type of agreement or contract, open an account for service, or obtain a service.

f. Any communication between the parties shall be civil in nature (swearing at the other party, name calling, badgering and derogatory language are never considered civil) and reasonable in time, length, and frequency. All communication shall be in writing only, unless agreed otherwise by the parties in

writing. After any communication limitations have been lifted, these limitations may be reinstated upon written request of either party.

g. Neither party shall do the following in the presence or hearing of a minor child: demean or disparage the other party, attempt to influence a child's preference regarding custody or parent time, say or do anything that would tend to diminish the love and affection of a child for the other party, or involve a child in the issues of the custody case. Neither party shall make parent time arrangements through a child. Each party has a duty to use their best efforts to prevent third parties from doing what the parties themselves are prohibited from doing under this paragraph and must remove the child from those third parties if necessary.

26. **Attorney Fees and Other Costs.** Each party shall be responsible for their own attorney's fees, service fees, and court costs incurred as a result of this action unless the Court orders otherwise.

**** Signature of the Court appears at the top of the first page****

APPROVE AS TO FORM:

DATED this 18th day of September, 2026.

/s/ *Alex Koenig*
Alex Koenig
Attorney for Preston Kade Nackos
(signed by Emily Walter with permission given via email on September 18, 2026)

DATED this 21st day of September, 2026.

/s/ *Janet Munoz*
Janet Munoz
Attorney for State of Utah, Office of Recovery Services
(signed by Emily Walter with permission given via email on September 21, 2026)

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of September, 2026, I delivered a true and correct copy of the above proposed DECREE OF DIVORCE, to the following by the means indicated. Pursuant to URCP 7(j), notice of objections as to form must be submitted to the Court and counsel within seven (7) days after service of this notice. Should no objections to the proposed form be submitted to the Court and counsel within 7 days after service, the foregoing shall be presented to the Court for entry and signature.

Alex Koenig
Attorney for Respondent
alex@carlsonlegalgroup.com
Via Email

Attorney for Intervenor
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