The Order of the Court is stated below:
Dated: November 03, 2026 03:41:37 PM **/s/** JARED ELDRIDGE
District Court Judge

JACOB K. ARIJANTO, 16389
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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH 775 W CENTER STREET SPANISH FORK UTAH 84660	
In the Matter of the Marriage of, SHAUNTEL THACKERAY, Petitioner, and MATTEW CARIVEAU, Respondent.	**DECREE OF DIVORCE** CIVIL NO. 264300218 JUDGE JARED ELDRIDGE COMMISSIONER DUSTIN HARDY

WHEREFORE, the Court having entered its *Findings of Fact and Conclusions of Law*, reviewed the parties' *Stipulation and Settlement Agreement* and previous pleadings submitted to the Court, and for other good cause appearing, hereby,

ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

ADMINISTRATIVE PROVISIONS

1. This Court's exercise of jurisdiction is proper under, among other authorities, U.C.A. §78A-5-102 (general jurisdiction of district courts), U.C.A. § 81-4-405 (general authority of district courts respecting divorce actions), U.C.A. § 81-8-101 et seq. (the Uniform Interstate Family Support Act ("UIFSA")), and UC.A. § 81-11-101 et seq. (the Uniform Children Custody Jurisdiction & Enforcement Act ("UCCJEA")).

2. Shauntel is a bona fide resident of Utah County, State of Utah, and has been for at least three (3) months prior to the filing of this action.

3. Shauntel and Matthew are husband and wife, having been married on January 28, 2018.

4. The parties have one minor child born of this marriage, to wit:

   a. E.L.C., born February 18, 2019.

   b. No other children are expected.

5. The minor child has resided in Utah County for at least six (6) months prior to this action, and Utah is the home state of the child.

6. Pursuant to Rule 100(a) of the Utah Rules of Civil Procedure, other than this action, there are no actions that deal with child custody and parent time issues and the parties are unaware of any proceedings for custody, child support, parent-time, a protective order or a criminal or delinquency case pending in regard to the minor child filed or pending in a court of Utah or any other state.

7. Neither party knows of a person who is not a party to this proceeding who has physical custody of the minor child or who claims to have custody or parent-time rights with respect to the minor child.

8. Neither party is currently receiving state benefits.

9. The parties believe all of the following to be fair, just, and in the best interest of the minor child.

PARENTING PLAN

10. Legal Custody: It is in the best interests of the parties' minor child that the parties be awarded joint legal custody of the minor child.

11. If the parties are unable to agree on any major decisions regarding the minor child's health, education, religion, or general welfare, Shauntel shall have final decision-making authority.

12. Each parent shall make the day-to-day decisions concerning the minor child while he/she is in the care of such parent.

13. Each party agrees that they have the right to treat the child for emergency medical needs. Each party shall have absolute and complete access to all educational and medical records of the child. The parties agree that each party shall be listed as a parent for the purposes of school contact or medical care provider contact. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities, and other contact information that allows the other parent to participate in the child's life. Both parents agree to provide notice to the other parent of issues relating to any illness, accident, or other circumstance that affects the child's health and welfare, as soon as reasonably possible. Both parties shall have open access to contact the necessary persons or entities so that the party will be notified of significant activities of the child, whether related to education, sports, arts, extra-curricular activities, church or other activities or events in which the child participates, so that both parents may attend or participate.

14. Physical Custody. It is in the best interest of the parties' minor child that Shauntel be awarded sole physical custody.

1. Parent-time shall be as the parties can agree, but if they cannot agree, then Matthew shall have one weekend of parent-time, at his option and expense, in accordance with U.C.A. § 81-9-209(12)(a).

2. Holiday Parent-Time: Holiday parent-time shall be as the parties agree. If the parties cannot agree, the parties shall alternate exercising Fall Break and Spring Break each year, with Shauntel exercising Spring Break in odd years and Fall Break in even years and Matthew exercising Spring Break in even years and Fall Break in odd years. Except as otherwise specifically provided herein, Shauntel shall be entitled to exercise all other holiday parent-time with the minor child. Matthew shall be entitled to the following for his holiday parent-time:

a. Winter Break: Matthew shall be entitled to parent-time during Winter Break each year, commencing seven (7) days before Christmas Day, and ending on Christmas Day at 9:00 a.m.

b. E.L.C.'s Birthday: The parties should work together to celebrate the minor child's birthday if possible. Otherwise, Matthew's February weekend parent-time shall occur on the weekend immediately preceding her actual birthday.

c. Halloween: Matthew shall be entitled to the Halloween holiday each and every year.

d. Matthew shall be entitled to up to two (2) weeks of uninterrupted or interrupted parent-time throughout the year, in addition to the holidays outlined above. Matthew shall provide no less than 30 days' notice of his

intent to exercise such parent-time, which must not interfere with the minor child's regular school attendance or require the minor child to miss school.

15. Mathew shall be responsible for picking up, and dropping off, the minor child from Shauntel's residence.

16. Summer Parent-Time: Mathew shall be entitled to up to two (2) weeks of uninterrupted or interrupted parent time during the summer when school is not in session. Mathew shall designate his summer parent-time by April 1st of each year. If Mathew fails to timely designate his summer parent-time, then Shauntel may designate the dates of his summer parent-time.

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

18. Telephone, Mail, & Email Contact: Both parties shall be entitled to reasonable, uninterrupted, and unmonitored/uncensored telephone, videophone, skype, mail and e-mail contact with the minor child at reasonable hours and for reasonable duration(s) (which shall be based upon each child's abilities, interests, schedules, and willingness to participate) while the other party is exercising parent-time with the child.

MUTUAL RESTRAINTS

19. Both parties shall be prohibited from doing or saying anything to the detriment, harm, or injury of the other party. This includes, but is not limited to, speaking derogatorily about the other parent in the presence of the child; speaking to the child about the issues in this case; attempting to influence the child's preference regarding custody or visitation; or attempting to diminish the love and affection of the child for the other parent.

20. Both parties shall also be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.

21. Both parties shall communicate with each other in a civil manner at all times. The parties shall communicate in writing, with the exception of medical or other emergencies which shall be communicated via telephone.

22. 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 committing such violations, or shall remove the child from such circumstances.

23. Neither party shall drink to the level of intoxication, use any illicit substance, or otherwise abuse a mind-altering drug at all times the minor child is in their custody, control, and care.

CHILD SUPPORT

24. Child support shall be calculated pursuant to U.C.A. § 81-6-101, et seq. The child support obligation shall be calculated based upon the sole physical custody worksheet. Based

upon Shauntel's gross monthly income of $3,640.00 and Matthew's gross monthly income of $6,458, Matthew's child support obligation to Shauntel shall be $661.00 per month.

25. Child support for a child shall continue until the month that a child becomes 18 years of age, or until the month of that child's normal and expected date of graduation from high school, whichever occurs later, or that child otherwise meets the provisions of U.C.A. § 81-6-213.

26. Pursuant to U.C.A. § 81-6-212(5), the parties have a right to adjust the base child support order by motion after three years from entry of this agreement if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

27. Pursuant to U.C.A. § 81-6-212(5), the parties have a right to modify the base child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

INSURANCE AND OTHER CHILD RELATED COSTS

28. Medical and Insurance Costs: The parties shall be responsible for providing health insurance for the benefit of the minor child if available from their employment at a reasonable cost. Otherwise, the parties shall work together to obtain health insurance for the minor child at a reasonable cost. Each party shall pay one-half of the out-of-pocket cost of the medical and dental insurance premium actually paid for the minor child's portion of the medical and dental insurance as provided in U.C.A. § 81-6-208.

29. Pursuant to U.C.A. § 81-6-208(9), at any time when the parties are sharing the cost of the health insurance premium, the minor child's portion of the premium is a per capita share 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 coverage.

30. Both parties shall share equally in all uninsured routine medical and dental expenses [including but not limited to one-half of expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma] as well as other reasonable and necessary uninsured medical and dental expenses of the minor child, in accordance with Utah Code Annotated § 81-6-208.

31. Both parties shall ensure that in-network providers that are covered by the insurance coverage are used for the child. If a party uses an out-of-network provider, they shall get the permission of the other party first, or they shall be solely responsible for any costs.

32. The party incurring a healthcare expense on behalf of the minor child shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment.

33. The other party shall have thirty (30) days from receiving written verification to reimburse the party that incurred the expense.

34. A 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 provide the above verification within the thirty-day time period.

35. Pursuant to Utah Code Annotated §§15-4-6.7, 81-3-105, and 81-4-406(3), when a court order has been entered providing for payment of medical expenses of a minor child pursuant to Utah Code Annotated §§ 81-6-208, 81-4-204, or 81-6-208, or an administrative order under §62A-22-326, a creditor who has been provided with a copy of the order may not make a claim for unpaid medical expenses against a party who has paid in full that share of medical and dental expenses required to be paid by the party under the order.

36. Therefore, each party shall:

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 that party's 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 party 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 party who has paid in full that share of the medical and dental expenses required to be paid by that party under the order.

37. Each party shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses.

38. The party who maintains health insurance shall provide verification of coverage to the other party, upon initial enrollment of the minor child, and thereafter on or before January 2nd of each calendar year.

39. The party who maintains insurance shall provide written notice to the other party of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

40. Pursuant to U.C.A. § 81-6-208(7)(a), if at any time a minor child is covered by both parties' health, hospital, or dental insurance plans, Shauntel's health, hospital, or dental insurance plan shall be considered the primary insurance coverage, and Matthew's health, hospital, or dental insurance plan shall be considered secondary insurance coverage.

41. Childcare: The parties shall be ordered to pay one-half of any and all reasonable work-related daycare expenses provided by a daycare provider incurred for the minor child as provided in U.C.A. § 81-6-209.

42. Additional Child Costs: The parties shall share equally the costs of extracurricular activities for the child so long as both parents agree to the activity in writing. The parties shall equally divide the child's school costs, including registration, school lunches, and fees. The parties shall also work together to cover any additional agreed-upon costs for the child (this may include, if the parties agree, phones, car insurance, vehicles, etc.).

43. Taxes: Shauntel shall be entitled to claim the minor child for tax purposes each and every year, beginning the 2025 tax year.

44. All contact and communication between the parties shall be civil and limited to issues concerning the minor child. Unless the parties otherwise agree, all communication between the parties shall occur in writing (text message or email), except for the following:

a. Medical emergencies, which shall be communicated via telephone immediately; and,

b. Brief text message communication regarding immediate issues, such as unanticipated delay, when meeting to exchange the minor child for parent-time.

REAL PROPERTY

45. No real property was acquired during the marriage.

FINANCIAL ACCOUNTS

46. Shauntel shall be awarded the bank and financial accounts in her name, including all funds therein.

47. Matthew shall be awarded the bank and financial accounts in his name, including all funds therein.

INVESTMENT AND RETIREMENT ACCOUNTS

48. Shauntel shall be awarded all retirement and investment accounts in her name.

49. Matthew shall be awarded all retirement and investment accounts in his name.

DEBTS

50. The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from any liability on any debt he, or she, assumes, which shall be divided as follows:

Debt Description:	***Obligation of*:**
IRS debt	Matthew
Utility debt	Matthew
Medical debts	Matthew
Shauntel's student loans	Shauntel

51. A party assuming any debt as set forth herein shall remove the other party from that debt within 90 days of the date of this Agreement and shall indemnify and hold the other party harmless thereon.

PERSONAL PROPERTY

52. Shauntel shall be awarded the Honda Ridgeline, subject to any debt thereon.

53. Matthew shall be awarded the Toyota Tacoma, subject to any debt thereon.

54. The parties shall be awarded their personal effects and premarital separate property.

TAXES

55. The parties shall file tax returns jointly for each and every year through the 2024 tax year, and shall share any refund equally but if there is a liability for the 2024 tax year then Matthew shall be solely responsible for it. The parties shall file separately beginning the 2025 tax year.

LIFE INSURANCE

56. Matthew shall maintain a life insurance policy on his life, naming Shauntel as the beneficiary for the benefit of the minor child, in an amount no less than Matthew's outstanding child support obligation. Matthew shall maintain coverage until his child support obligation terminates. Upon reasonable request, Matthew shall provide Shauntel with proof that the required life insurance policy remains in full force and effect and that Shauntel remains designated as the beneficiary.

ALIMONY

57. Beginning September 1, 2026, Matthew shall pay Shauntel alimony in the amount of $351.00 per month, for a total of forty-five months.

58. Alimony shall terminate upon the expiration of the alimony period, Shauntel's cohabitation, Shauntel's remarriage, or the death of either party.

MISCELLANEOUS

59. Each party shall be ordered to assume the costs of his, or her, own attorney's fees.

************END OF ORDER************

[SIGNATURE OF COURT TO APPEAR AT THE TOP OF PAGE ONE]

APPROVED AS TO FORM:

Matthew Cariveau
Respondent

NOTICE

Please take notice that pursuant to Rule 7, of the Utah Rules of Civil Procedure, a copy of the foregoing document has been served to you in accordance with the Certificate of Service served concurrently herewith. This document will be signed and entered by the Court unless objected to within seven days from the date on the Certificate of Service. Any objections must be filed prior to that time and served upon counsel.

CERTIFICATE OF SERVICE

I hereby certify that on this 20th Day of October 2026, I personally served a true and correct copy of the foregoing DECREE OF DIVORCE via Email to:

Matthew Cariveau
Chef.matthew@hotmail.com
Respondent

/s/ Nicole Wiley
Nicole Wiley
Paralegal to Jacob K. Arijanto