FILED
NOV 17 2026
4TH DISTRICT
STATE OF UTAH
UTAH COUNTY

Chantell Locke
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In the District Court of Utah

FOURTH Judicial District UTAH County

Court Address 775 West Center Street, Spanish Fork, 84660

In the Matter of the Marriage of CHANTELL LOCKE (name of Petitioner) and OLIVER ZACHARY BYARS (name of Respondent) OFFICE OF RECOVERY SERVICES Other parties (if any)	**Decree of:** **[ ] Annulment** **[x] Divorce** 254300018 Case Number JARED ELDRIDGE Judge DUSTIN HARDY Commissioner (domestic cases)

The court, having entered its Findings of Facts and Conclusions of Law and being otherwise fully advised, adjudges and decrees as follows:

1. The Petition for Annulment is:

   [ ] denied.

   [ ] granted and the marriage between the petitioner and respondent is annulled.

In the alternative:

The Petition for Divorce is:

[ ] denied.

[X] granted and the parties are granted a decree of divorce.

2. **Personal Property**

a) The parties did not ask for an order about personal property.

[ ] The personal property of the parties is divided as follows:

to the petitioner:

_____

_____

_____

to the respondent:

_____

_____

_____

3. **Real Estate**

a) The parties did not ask for an order about real estate.

[ ] The parties have the following real estate from their marriage:

(Address and legal description.)

_____

_____

_____

The court orders the following about the real estate described above:

_____

_____

_____

4. **Debts**

[ ] The parties did not ask for an order about debts.

[ ] The petitioner is responsible for debts in their name. The respondent is responsible for debts in their name.

a) The parties have debts from their marriage. Those debts are to be paid as follows:

The petitioner must pay:

Petitioner shall pay all liabilities currently held solely in her name that are not specifically assigned to the Respondent below.

The respondent must pay:

Respondent is ordered to assume 100% sole responsibility for the $22,926.00 deficiency balance owed to Regional Car Acceptance for the 2022 Outlander Sport (Account No. 100010XXXX), 100% sole responsibility for the $359.00 balance owed to Springville Self Storage for Unit 502 (Account No.1071216), and shall defend, indemnify, and hold Petitioner completely harmless from both liabilities. Judgment is hereby entered in favor of Petitioner (Chantell Locke), against Respondent, Oliver Zachary Byars, in the principal amount of $341.18, representing his court-ordered 50% contribution for the fully satisfied Springville City Utilities settlement (Civil No. 259406431).

Respondent is ordered to pay the $359.00 balance owed to Springville Self Storage for Unit 502 (Account No. 1071216). This obligation was previously ordered under this Court's Temporary Orders **entered on June 9, 2026**, and is hereby reduced to a final judgment against the Respondent due to non-compliance.

5. Name change

[ ] The petitioner's name is changed back to their former name:

First name	
Middle name (if any)	
Last name	

[ ] The respondent's name is changed back to their former name:

First name	
Middle name (if any)	
Last name	

6. **Child Support and Arrearage Execution:**

(a) Respondent shall pay a monthly child support obligation to the Petitioner in the exact amount of **$525.00 per month** based on a statutorv Sole Physical Custody Worksheet reflecting a verified monthly income of **$1,720.00** for Petitioner and a verified monthly income of **$4,160.00** for Respondent established under URCP Rule 104 and Rule 37.

(b) Respondent's child support obligation is effective January 2026, with Respondent receiving credit for any payments processed through the Office of Recovery Services (ORS) since January 2026. Respondent's total child support arrears owed to Petitioner for the period of January 2025 through December 2025 are hereby reduced to a final judgment against the Respondent in the principal amount of **$4,212.00**, representing his monthly support obligation of $411.00 per month for 12 months ($4,932.00), less a credit for direct payments made to Petitioner in 2025 totaling $720.00.

(c) As long as the State of Utah, Office of Recovery Services (ORS) has an open child support services case for the parties, Respondent shall pay his child support obligation through ORS, unless ORS notifies the parties otherwise, and payments shall be made through mandatory income withholding through ORS if available, pursuant to ORS policy and applicable law.

6b Arrears are based on the income available at the January 2026 temporary hearing. The $525 rate applies going forward.

7. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the following custody, parent-time, and safety provisions are permanent orders of this Court, enforceable under all applicable provisions of the Utah Code:

a) **Custody and Decision-Making Authority:** The Petitioner is awarded Sole Physical Custody of the minor child. The parties shall share Joint Legal Custody. Final Decision-Making Authority on all major issues affecting the child—including education, healthcare, mental health treatment, extracurricular activities, and special events—is vested entirely and exclusively in the Petitioner (Mother). Before executing a final decision, Petitioner shall consult with Respondent in good faith via OurFamilyWizard, providing prompt written notice of her final decision thereafter.

b) **Special Occasions and Events:** The parent who receives an invitation or becomes aware of a special event (weddings, family birthdays, graduations) shall provide written notice to the other parent through OurFamilyWizard no later than

seven (7) days before the event. If the parents disagree regarding attendance

after good faith communication, Petitioner shall exercise final decision-making authority. Any missed parenting time due to a special event shall be made up within fourteen (14) days.

c) **Protection of Child from Parental Conflict:** Neither parent shall use the child as a messenger or leverage in disputes. Neither parent shall make negative, disparaging, or critical comments about the other parent or their family to or in the presence of the child, nor discuss adult court proceedings or parenting disputes within earshot of the child. Both parents shall shield the child from exposure to adult conflict.

d) **Communication Protocol:** All non-emergency communication between the parents regarding the minor child shall occur exclusively through OurFamilyWizard. Messages must remain respectful and business-like, with a reciprocal 24-hour response expectation. True emergencies involving immediate health or safety may be communicated via telephone call or text message, with a written summary logged on OurFamilyWizard within 24 hours.

e) **Medical and Emergency Procedures:** Each parent has the absolute authority to consent to emergency medical treatment for the child during their respective parenting time. The parent obtaining emergency treatment must immediately notify the other via phone call, text, and OurFamilyWizard, specifying the treatment facility location. Both parents have an absolute right to be physically present with the child during any medical emergency; withholding location information or restricting access is a strict violation of this Order. For non-emergency care, the parent with Final Decision-Making Authority shall decide after good faith consultation. Both parents shall equally share all reasonable and necessary uninsured and unreimbursed medical, dental, and prescription expenses incurred for the dependent child.

f) **Exchange and Transition Protocol:** Exchanges for mid-week summer visits shall take place at Bold Gymnastics or another agreed-upon extracurricular location (Petitioner providing transport to the site, Respondent providing transport home). For weekends and non-activity mid-week visits, exchanges shall occur at a mutually agreed halfway point. If the parents fail to agree on a halfway point, the exchange shall take place at the nearest local police or fire station situated closest to the mathematical halfway point between their respective residences. Changes require 48 hours' notice via OurFamilyWizard. Consistent last-minute changes or claims of inability to drive that place an unreasonable burden on the other parent constitute a violation of this Order.

g) **Dispute Resolution:** The parents shall utilize a structured dispute resolution sequence prior to seeking judicial intervention: (1) Good faith OurFamilyWizard

communication; (2) Informal third-party involvement; (3) Formal mediation with a mutually selected mediator; (4) Appointment of a Special Master or Parenting Coordinator. Court involvement shall be utilized only as a final resort.

h) **Shared Child Care Costs:** Both parties shall share equally (50/50) all reasonable monthly child care costs related to the custodial parent's employment or occupational training. The parent paying for care must provide written verification of costs and provider identity within 30 days of hire or cost changes.

- **Major Lifestyle Changes and Relocation:** Neither parent shall execute a major lifestyle change impacting the child without providing 60 days' advance notice via OurFamilyWizard. If either parent plans to relocate more than 150 miles from the other parent's residence, they must provide 60 days' written notice detailing the new residential address and a proposed adjusted parenting schedule evaluated under Utah Code § 81-9-209.

i) **Mental Health Treatment and Medication Compliance:** To preserve the emotional stability and physical safety of the minor child, Respondent shall strictly follow all recommended mental health treatment protocols and take all prescribed medications exactly as directed by his licensed medical providers. Petitioner may request structured verification of compliance, and Respondent shall execute reasonable releases to allow providers to confirm treatment attendance. If Petitioner holds a reasonable, good-faith belief based on specific, observable behavior that Respondent is experiencing mental health instability or medication non-compliance, temporary protective adjustments to parent-time may be implemented immediately to secure the child's safety.

j) **Holiday and Summer Schedule:** Holiday parent-time takes absolute precedence over regular alternating parent-time schedules. All holiday periods conclude at 7:30 p.m. unless specified otherwise. The holiday distribution tracks the statutory framework: New Year's Day (Even: Mother / Odd: Father); Martin Luther King Jr. Day (Even: Father / Odd: Mother); President's Day (Even: Mother / Odd: Father); Easter (Even: Mother / Odd: Father); Spring Break split at midpoint (Even: Mother 1st half / Odd: Father 1st half); Memorial Day (Even: Father / Odd: Mother); July 4th (Even: Mother / Odd: Father); Pioneer Day (Even: Father / Odd: Mother); Labor Day (Even: Mother / Odd: Father); Fall Break split at midpoint (Even: Mother 1st half / Odd: Father 1st half); Halloween (Even: Mother / Odd: Father); Thanksgiving (Even: Father / Odd: Mother); Winter Break 1st Half (Even: Mother / Odd: Father); Winter Break 2nd Half (Even: Father / Odd: Mother); Child's Birthday (Even: Mother / Odd: Father). Regular parent-time continues during summer, except each parent is awarded two separate, non-consecutive weeks of uninterrupted, non-interfering summer vacation time.

k) **School and Extracurricular Access:** Both parents shall possess equal independent access to all institutional school records, portals, report cards, and electronic notifications. Any hardcopy school notifications brought home by the child that are not distributed electronically must be promptly photographed and uploaded to OurFamilyWizard by the receiving parent within 48 hours.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED
that the Court here adopts, ratifies, and incorporates by reference into this Decree of Divorce as if fully set forth herein:

1) The complete Exhibit A Parenting Plan (Pages 6 through 17 of the compiled Findings packet), establishing that the parties shall share Joint Legal Custody with Final Decision-Making Authority on all major issues affecting the child vested entirely in the Petitioner, and awarding Sole Physical Custody of the minor child to the Petitioner.

2) The signed and dated Exhibit B Child Support Worksheet - Sole Physical Custody (Pages 18 through 23 of the compiled Findings packet), ordering the Respondent to pay base child support to the Petitioner in the amount of **$525.00** per month.

3) The Exhibit C Requests for Admission Deemed Admitted (Pages 24 through 26 of the compiled Findings packet), establishing the legally binding factual record of this action.

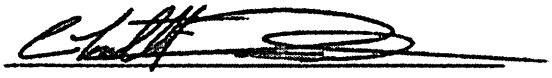
4) Pursuant to Utah Code § 81-4-406, both parties are ordered to provide written notice of the allocation of marital debts directly to their respective creditors within thirty (30) days of this Order, alongside providing their updated individual residential addresses.

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

	Date	Signature ▶	
		Commissioner	
11/16/2026 10:50am	Date	Signature ▶	
		Judge	Eldridge

Approved as to form.

09/23/2026
Date

Signature ▶ 

Petitioner, Attorney, or Licensed Paralegal Practitioner

Signature ▶

Date

Respondent, Attorney, or Licensed Paralegal Practitioner

09/23/2026
Date

Signature ▶ Chris J. Walker

Assistant Attorney General/ Representing ORS

I certify that I served a copy of **Decree** was filed with the court on 11/03/2026 (date). I delivered the document(s) as indicated below.

Certificate of Service

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

Person's Name	Service Method	Service Address	Service Date
OFFICE OF RECOVERY SERVICES; CHRIS WALKER	[ ] Mail [ ] Hand Delivery [ ] E-filed [X] Email [ ] Left at business (With person in charge or in receptacle for deliveries.) [ ] Left at home (With person of suitable age and discretion residing there.)	chriswalker@agutah.gov	11/03/2026
	[ ] Mail [ ] Hand Delivery [ ] E-filed [] Email [ ] Left at business (With person in charge or in receptacle for deliveries.) [ ] Left at home (With person of suitable age and discretion residing there.)		
	[ ] Mail [ ] Hand Delivery [ ] E-filed [ ] Email [ ] Left at business (With person in charge or in receptacle for deliveries.) [ ] Left at home (With person of suitable age and discretion residing there.)		

11/03/2026
Date

Signature ▶ Chantell Locke

Printed Name CHANTELL LOCKE