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**IN THE SECOND JUDICIAL DISTRICT COURT – FARMINGTON,  
IN AND FOR DAVIS COUNTY, STATE OF UTAH**

In the matter of the marriage of:

**ESME CAMILLE VAN PLETZEN,**

Petitioner,

and

**TROY LENNERD NIELSEN,**

Respondent.

**STIPULATED DECREE OF DIVORCE**

Civil No. 254701166

Judge Ronald Russell

Commissioner Julie Winkler

THE ABOVE-CAPTIONED MATTER is submitted to the Court pursuant to Rule 7 of the Utah Rules of Civil Procedure. Subsequent to the filing of Petitioner’s Petition, the parties entered into a settlement agreement whereby Respondent (also “**Father**” or “**Troy**”) agreed to the entry of a judgment pursuant to the terms of the settlement agreement (the “**Settlement Agreement**”), The Court, having reviewed the Settlement Agreement, Petitioner’s Declarations and the pleadings on file herein, and having established jurisdiction, and the Court having entered its Findings of Fact and Conclusions of Law, based thereon and for good cause appearing therefore;

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

1. The parties have been, for a period of three or more months immediately prior to the filing of the Petition in this action, residents of Davis County, State of Utah.
2. The parties to this action are husband and wife, having been married on June 4, 2016, in Farmington, Utah.
3. During the marital relationship the parties have resided in the State of Utah and this court has jurisdiction over the parties pursuant to Utah Code Annotated, Section 78B-3-205.
4. Irreconcilable differences have arisen between the parties which has made continuation of the marriage impossible and the marriage no longer viable.
5. The parties have one minor child, namely K.L.P., born in March 2018.
6. Neither party shall be awarded alimony.
7. Prior to and during the course of their marriage, the parties have acquired certain items of personal effects, jewelry, clothing and belongings. Each party shall be awarded his or her own such items and all items acquired during the marriage shall be divided between the parties in a fair and equitable fashion.
8. Prior to and during the course of their marriage, the parties have acquired various items of furniture, fixtures, appliances and household goods. Each party shall be awarded any and all pre-marital property and the personal property acquired during the marriage shall be divided between the parties in a fair and equitable fashion.
9. Each party shall be awarded the vehicle they have been driving, along with any debt thereon.

10. During the marriage, the parties have not acquired an interest in real property.
11. Neither party has a retirement or pension or profit sharing through their employment.
12. During the course of the marriage, the parties have incurred various debts and obligations. The parties are not aware of any joint debts, and each of the parties shall be solely responsible for the debts held in their individual names.
13. Each party shall pay his or her own attorney fees and court costs incurred.
14. Each party shall be ordered to execute and deliver any necessary documents to transfer the title and ownership of the property of the parties pursuant to the decree entered in this matter. Both parties shall be ordered to hold the other harmless from any liability associated with debts or assets awarded in the divorce.
15. Any and all property and money received or retained by either party pursuant to the divorce shall be deemed the separate property of such party free and clear of any right, interest or claim of the other party, including the right to inherit or to be named as a beneficiary except as specifically awarded therein, and each party shall have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

#### **PARENTING PLAN**

16. Custody/Regular Parent Time. The parties are hereby awarded joint physical and joint legal custody of the parties' minor child. Parent-time with the child shall be at reasonable times and places as the parties may agree in writing, as confirmed by an email and/or text

message. If the parties cannot agree, the parties' parent time shall be 50/50 on a 3-4 and then a 2-3-2 schedule. If the parties cannot agree, then they shall follow § 81-9-305 and § 81-6-206(7) of the Utah Code Annotated.

17. Holidays. The scheduled holidays shall be as follows:

Even Years	Odd Years	Holiday and Time
Mother	Mother	<b>Mother's Day</b> 9:00 a.m. to 7:00 p.m.
Father	Father	<b>Father's Day</b> 9:00 a.m. to 7:00 p.m.
Mother	Father	<b>July 4<sup>th</sup></b> 6 p.m. day before holiday until the day after at 6 p.m.
Father	Mother	<b>July 24<sup>th</sup></b> 6 p.m. the day before holiday to the day after at 6 p.m.
Father	Mother	<b>Halloween</b> after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	<b>Thanksgiving</b> The evening before at 7:00 p.m. until 2:00 p.m. on the day of Thanksgiving.
Mother	Father	<b>Christmas Eve</b> beginning at 4:00 p.m. until 2:00 p.m. on <b>Christmas Day</b> .
Mother	Father	The <b>day before or after child's birthday</b> 3 p.m. to 9 p.m.
Father	Mother	<b>Child's actual birthday</b> 3 p.m. to 9 p.m.

18. Miscellaneous provisions relating to parent time.

A. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break. Notification shall be provided as follows:

1. In odd-numbered years:
  - a. Father shall provide notice to the Mother by May 1; and
  - b. Mother shall provide notice to the Father by May 15.
2. In even-numbered years:
  - a. the Mother shall provide notice to the Father by May 1; and
  - b. the Father shall provide notice to the Mother by May 15.

B. If a parent fails to provide a 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.

C. If the Mother intends to interrupt the Father's parent-time as allowed in this Decree, the Mother shall provide notification to the Father of the intent to interrupt parent-time within 10 days after the day on which the Mother receives notification of the Father's plans for the exercise of interrupted extended parent time.

D. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the minor child's attendance at school for that school day.

E. If there is more than one minor child and the minor child's school schedules vary for purposes of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the minor child may remain together for the holiday period beginning the first evening that the minor child's schools is dismissed for the holiday and ending the evening before the minor child returns to school.

F. Telephone and virtual parent time contact shall be at reasonable hours and for a reasonable duration. Virtual parent-time supplements, but does not replace, in-person parent-time. Each parent shall permit and encourage, during reasonable

hours, at reasonable times, and for a reasonable duration, reasonable and uncensored communications with the child.

19. Custody. Petitioner and Respondent shall have joint legal custody. Both parties shall have access to the child's school, church, childcare, medical reports, government records, and other records and shall include the other party as the parent on such records. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care. Either party may make emergency decisions regarding the health or safety of the minor child while in that party's care. Both parties shall immediately notify the other party regarding any emergency circumstances or substantial changes in the health of the minor child. The parties shall discuss with each other the significant decisions regarding education, health care, and religious upbringing of the minor child. Shall the parties have a dispute regarding these significant decisions and are unable to reach an agreement, Parties must consult an appropriate and relevant expert to provide input.

20. Separate Accounts. According to Utah Code Ann. §15-4-6.7 each party shall elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

21. Educational Plan. Both parties shall be listed as parents on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

22. Relocation. If either party moves more than 150 miles from the other parent, the parties shall be bound by the 60-day notice requirements of Utah Code Annotated § 81-9-209.

23. Communication. The parties shall discuss all parenting concerns by e-mail or text

messaging at any time needed and shall not use their child to deliver messages. The parties shall use phone or text contact for emergencies or changes on the day of the exchange. The parties shall establish and maintain good communication and a cooperative relationship regarding the child and promptly return text messages and, if there is an emergency, telephone calls regarding the child.

24.           Travel. If either party desires to take the minor child outside of the State of Utah, he or she may not to travel out of Utah with the minor child unless he or she has provided 72-hour advance notice to the other party of the travel and the following: (a) provide the other party with the travel itinerary; (b) destinations; (c) make arrangements for the maintenance of contact between the child and the other party during the trip; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. Both parties shall have unfettered access to the child's passports as they are needed and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through a notarized documentation between the parties and consent shall not be unreasonably withheld. In the event that the duration of the trip shall interfere with the other party's custodial time or parent time, the party desiring to travel shall obtain the express written permission of the other party.

25.           Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that is not available online or through emails of the program.

26.           Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

27.           Mutual Restraining Order.

A.       Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes the best interests of the child. Both parents shall use their best efforts to control their emotions to minimize the separation anxiety experienced by the child while making exchanges and transitions and shall make the transition/exchange to the other parent as uplifting and positive as possible for the child rather than expressing sadness or loss at that parent's separation from the child in a way that is unreasonable or would/does emotionally impact the child in a negative way.

B.       The parties shall not use their child to deliver messages. Thus, the parents shall not discuss any issues regarding the divorce, divorce proceedings, custody proceedings, and/or co-parenting in front of the child or at any child's activity.

C.       The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from bothering, annoying, harassing, stalking or threatening the other party. The parties are restrained from committing, trying to commit, or threatening to commit any physical violence,



mental abuse, or emotional abuse against the other party.

D. The parties shall not make derogatory comments about the other person on an online forum or social media, including, but not limited to, Instagram, Facebook, TikTok, Snapchat, Linked In or any other type of online medium or forum.

E. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.

F. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

G. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

H. Each party shall treat the other with respect and use his or her best efforts to encourage and foster a mutually-loving and bonded relationship between the parent and the child.

I. The parties shall respect the child's right to have a meaningful bond with each parent, grandparents, and other relatives.

J. The parties shall share information and complaints in a factual and respectful manner. The parties shall conduct their communications in a business-like manner without assuming intent, placing blame, or disputing an event that

occurred in the past, and shall keep their communications productive. If the meetings or communications become heated or overly emotional, the parties shall end the discussion and reschedule it for a different time. Each party shall provide the other with the party's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change

K. Both parties shall be mutually restrained from using illegal narcotics, drugs, or controlled substances or excessively consuming medical cannabis, prescribed narcotics, and/or alcohol while caring for the minor child or before transporting the minor child. Furthermore, both parties shall be mutually restrained from allowing the minor child to be in the presence of either party or third parties using illegal narcotics, drugs, controlled substances, or consuming medical cannabis, prescribed narcotics, in any amount, and/or alcohol to excess.

L. Neither party may interrupt regular school hours for the school-age child for the exercise of parent-time without the written consent of the other party.

M. Neither parent-time nor child support is to be withheld due to either party's failure to comply with a court-ordered parent-time schedule.

28. First Right of Refusal. Parental care shall be presumed to better care for the minor child than surrogate care, and both parties shall be awarded the right of first refusal to provide care for the minor child when the other party would require surrogate care overnight. If a party decides to exercise the right of first refusal, then that party shall be responsible for picking up and returning the minor child to the other party for that period. This right does not preclude or prevent the minor child from spending reasonable time, including overnight visits, with family

and friends without the presence of either party.

29. Transportation for the Child. The receiving parent shall provide the transportation unless otherwise mutually agreed upon.

30. Third Party Transportation. A step-parent, grandparent, or other responsible individual (that is mutually agreed upon by the parties) designated by the receiving parent, may pick up the child if the other parent is aware of the identity of the individual, and the receiving parent shall be with the child within a reasonable time and by no later than that evening.

#### **FINANCIAL ITEMS AND ASSET DISTRIBUTION**

31. Child Support. Troy is self-employed and shall be imputed with full-time minimum wage income. Esme is capable of working and shall be imputed at a wage of \$4,900 gross per month. If Troy is earning more than \$1,800 gross per month, Troy must notify ORS of the increase and adjust/amend the amount of his income upward and, if Troy fails to do so, Esme reserves the right to amend the amount of Troy's income for purposes of calculating his child support obligations. Pursuant to Utah Code, Sections 81-6-202 through 305, Troy shall be ordered to pay child support.

A. According to Uniform Child Support Guidelines, joint child support worksheet beginning the fifth day of the month following the entry of the Decree of Divorce, Esme shall pay child support for each Minor Child until each Minor Child becomes 18 years of age, or graduates from high school during Minor Child's normal and expected year of graduation, whichever occurs later.

B. Pursuant to Utah Code, Sections 26B-9-302 through 412, Esme shall make

child support payments to the Office of Recovery Services.

C. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Esme.

D. If income withholding through the Office of Recovery Services is pursued, all child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere.

E. A parent may at any time petition the Court to adjust the amount of a child support order as allowed by law and as required to reflect the new support amount that would be required under the guidelines, as amended from time to time.

32. Medical/Dental Expenses. Medical/Dental Expenses. The party who can obtain the best insurance coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor child in accordance with Utah Code Ann. § 81-6-208.

A. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the 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 child in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

B. Each parent shall share equally all reasonable and necessary uninsured and

unreimbursed medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

C. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

D. If, at any point in time, the dependent child are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child are 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.

E. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

33. Child Care. The parties shall use the care provided by family members whenever possible. However, if that is not possible, the parties shall adopt Utah Code Ann. § 81-6-209 and each parent shall equally share the reasonable work-related childcare expenses for the minor child. Childcare provided by family shall be presumed free unless mutually agreed upon in writing or unless the family member is a state licensed child-care provider and proof of actual payment by the payor is provided. A parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of a child-care expense. The parent who incurs child-care expenses shall provide written verification of the cost and identity of a child-care provider to the other parent upon initial engagement of a provider; and, thereafter, on the request of the other parent. The parent shall notify the other parent of any change of child-care provider or the monthly expense of child-care within thirty calendar days of the date of the change. A parent incurring child-care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions. The parent to whom written verification is provided shall reimburse the parent who incurred the child-care expenses one-half of the amount of the out-of-pocket costs within three (3) business days of receipt of the written verification.

34. Extracurricular Activities. The parties shall share equally, all agreed-upon in writing extracurricular activity costs incurred for the minor child.

35. Taxes/dependency exemption. The parties shall share the dependency exemption/tax credit for the minor child as follows:

A. Since there is only one minor child, the parties shall alternate the

dependent exemption/tax credit for the minor child. Petitioner shall be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and the Respondent shall claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

B. The parties are only entitled to claim the dependency exemption/tax credits indicated herein as long as they are current on their child support obligation by December 31st of the relevant tax year. If a party is not current on their child support obligation as required in this subsection, the other may claim the dependency exemption/tax credits for the Minor Child.

C. Either party may “buy” the dependency exemption/tax credit from the other party by (i) paying to have their taxes prepared with and without it; and (ii) paying the other party an amount equal to the value of it to them, to hold them harmless on any tax obligation or refund.

### **MISCELLANEOUS**

36. Documents, Deeds, and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce. Each party is ordered to execute and deliver all necessary documents to transfer the title and ownership of the property of the parties, and to effectuate directives as contained herein.

37. Remedies for Violation. In addition to any and all other remedies provided by statute or available at equity or in law, if either party fails in the performance of any of his or her obligations under this Decree, the aggrieved party shall have the right to sue for damages, or to

seek such other legal or equitable remedies that may be available to him or her. This includes attorney's fees being awarded for the breach.

38. Any and all property and money received or retained by either party pursuant to the divorce is deemed the separate property of such party free and clear of any right, interest or claim of the other party, including the right to inherit or to be named as a beneficiary except as specifically awarded therein, and each party has the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

*[End or Order – Signature and Seal of the Court if Affixed Above]*

**APPROVED AS TO FORM:**

/s/ Esme Camille Van Pletzen

Esme Camille Van Pletzen

*Petitioner*

\*Signed electronically with permission  
via email on January 5, 2026\*



**CERTIFICATE OF SERVICE**

I hereby certify that on this 10<sup>th</sup> day of April 2026, I caused a true and correct copy of the foregoing **STIPULATED DECREE OF DIVORCE** to be served on the parties to this case via electronic mail and the court's electronic filing system.

Esme Camille Van Pletzen  
*Petitioner*  
[Vanpletzen85@gmail.com](mailto:Vanpletzen85@gmail.com)

*/s/ Michelle Beddoes-Yeates*  
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Michelle Beddoes-Yeates  
*Paralegal*