

Sierra Rae Dunbar

178 S 3200 W

Address

Layton, Utah 84041

City, State, Zip

801-888-5258

Phone

sierraodette@gmail.com

Email

In the Court of Utah

SECOND Judicial District DAVIS County

Court Address 800 WEST STATE STREET, FARMINGTON, UT 84025

In the Matter of (select one)

☒ the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case)

Sierra Rae Dunbar

(name of Petitioner)

and

Douglas Wayne Dunbar

(name of Respondent)

Other parties (if any)

## Divorce Decree

254701943

Case Number

Michael D. DiReda

Judge

Wilson

Commissioner (domestic cases)

The court decrees:

## Divorce

1. Sierra Rae Dunbar is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Sierra Rae Dunbar. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Sierra Rae Dunbar** and **Douglas Wayne Dunbar** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

**Minor Children**

- a.

Child Name: **Alexis Dunbar**

Date of Birth: **Feb 25, 2015**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

- a.

Child Name: **Alexis Dunbar**

Date of Birth: **Feb 25, 2015**

- i.

Move-out Date: **This is the child's current address**

Move-in Date: **Jul 1, 2019**

Address: **178 S 3200 W, Layton, Utah 84041 United States**

(1).

Caretaker at this address: **Sierra Rae Dunbar**

Caretaker current address: **178 S 3200 W, Layton, Utah 84041 United**

**States**

(2).

Caretaker at this address: **Douglas Wayne Dunbar**

Caretaker current address: **178 S 3200 W, Layton, Utah 84041 United**

**States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Sierra Rae Dunbar** and **Douglas Wayne Dunbar**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Sierra Rae Dunbar** and **Douglas Wayne Dunbar** have physical custody of our

child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

## PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Sierra Rae Dunbar** and **Douglas Wayne Dunbar**.

### Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Sierra Rae Dunbar** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Douglas Wayne Dunbar's** home **183** overnights each year and in **Sierra Rae Dunbar's** home **182** overnights each year.

The parents will follow a custom parent-time schedule.

a. **Base Parenting Time Rotation:** The parties have established the following parenting time arrangement, which they jointly acknowledge to be in the best interests of their minor children at the time of this agreement. - The parties expressly recognize that this arrangement is experimental in nature and subject to modification based on the children's evolving needs, practical considerations, and ongoing assessment of their emotional and psychological well-being. -The parties have agreed to define a "day" as any period of time that the children are with a parent and have 2 consecutive meals -Based on this base rotation It was predicted at the time of the signing of this agreement that the petitioner would have approximately 183 days and the respondent would have 182 days for a 1 year time period. -Modification Provisions The parties acknowledge and agree that this parenting time arrangement may require modification based on various factors, including but not limited to: a. The children's emotional, psychological, and social development b. Changes in either parent's work schedule or employment circumstances c. Relocation of either parent that impacts the geographic proximity between households d. The children's academic needs and extracurricular commitments e. Logistical challenges that may arise in implementing the schedule f. Any other factors that significantly affect the feasibility or appropriateness of the established schedule -Both parties commit to regularly evaluating the effectiveness of this schedule through open communication and careful observation of the children's adjustment and well-being. Should either party determine that modifications are necessary, they agree to address such changes through

**mediation or other appropriate dispute resolution methods before seeking court intervention, except in cases of emergency. -The parties understand and agree that the success of this arrangement depends upon their mutual flexibility, cooperation, and commitment to prioritizing the children's best interests above their own convenience or preferences.**

## Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. 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. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial Years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Even years	Odd years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	day before school resumes.		
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Even years	Odd years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Odd years	Even years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.		
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Even years	Odd years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All Years: Sierra Rae Dunbar is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m.	All Years: Douglas Wayne Dunbar is the	

Holiday	Period	Noncustodial Years	Custodial Years
	(2) Holiday ends on Father's Day at 7 p.m.	father	
Summer Break	Douglas Wayne Dunbar will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Douglas Wayne Dunbar. Douglas Wayne Dunbar will have an additional two weeks of extended Summer Parent-time at the option of Douglas Wayne Dunbar, subject to weekday parent-time for Sierra Rae Dunbar, but not weekends normally exercised by Sierra Rae Dunbar. Douglas Wayne Dunbar will notify Sierra Rae Dunbar of the summer break extended parent-time by May 1 each year. Sierra Rae Dunbar will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Sierra Rae Dunbar. Sierra Rae Dunbar will notify Douglas Wayne Dunbar of the summer	Odd years	Even years



Holiday	Period	Noncustodial Years	Custodial Years
	break extended parent-time by May 15 each year. If the notification by Douglas Wayne Dunbar is not timely, Sierra Rae Dunbar may determine the schedule for extended parent-time for Douglas Wayne Dunbar, so long as Sierra Rae Dunbar has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Even years	Odd years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Sierra Rae Dunbar's Birthday	Sierra Rae Dunbar will have parent-time each year on Sierra Rae Dunbar's birthday from 3:00 p.m. until the following morning when Sierra Rae Dunbar delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over		All years

Holiday	Period	Noncustodial Years	Custodial Years
	uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		
Douglas Wayne Dunbar's Birthday	Douglas Wayne Dunbar will have parent-time each year on Douglas Wayne Dunbar's birthday from 3:00 p.m. until the following morning when Douglas Wayne Dunbar delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

## Parent-time transfers

10. Pick-up and drop-off (“transfers”) of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

### **Curbside transfers**

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

### **Decision-making**

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

**Joint decision-making.** The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

### **Education plan**

13. The school the children will attend is based on a specific plan for where the children will attend school: **Alexis shall continue attending school in Davis County as currently arranged. Any proposed change in school enrollment shall require written agreement from both parents, with consideration given to academic quality and opportunities, impact on both parents' ability to maintain their parenting time schedule, distance from each parent's residence, Alexis's established peer relationships and extracurricular activities, and any special educational needs. Both parents shall have equal access to school personnel, records, and educational decision-making processes, and any significant educational decisions including school transfers, special programs, or educational interventions must be made jointly by both parents in Alexis's best interests.** .

14. Sierra Rae Dunbar and Douglas Wayne Dunbar has authority to check the children out of school. Sierra Rae Dunbar and Douglas Wayne Dunbar has access to the children during school.

### **Communication with each other**

15. Parents will communicate with each other by any method.

### **Communication with the children**

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

## Records and information sharing

18. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

## Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than **14** days, the parent arranging the travel will notify the other parent at least **30** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **30** days in advance. In case of emergency, the parent will provide as much notice as possible.

21. Other agreements about travel by the children: **HOLIDAY AND VACATION TIME AGREEMENT** Sierra and Doug acknowledge that meaningful holiday and vacation time with each parent is essential to maintaining strong parent-child relationships. They commit to equal and balanced distribution of holiday and vacation time, prioritizing the children's best interests, maintaining flexibility and cooperation in scheduling, and supporting extended family relationships during holidays. **Annual Planning Process:** The parties shall meet before January 15th annually to review school breaks, holidays, and vacation periods, discuss desired schedules, and consider special family events and extended family celebrations. They shall use a shared digital calendar system to document agreed-upon schedules, with dates considered confirmed unless modified by mutual written agreement. **Holiday Schedule:** Sierra (Odd Years): Dr. Martin Luther King Jr. Day, Spring Break, Independence Day, Labor Day, Fall Break, Veterans Day, Winter Break (First Half), Day Before or After Child's Birthday Doug (Even Years): President's Day, Memorial Day, Pioneer Day, Columbus Day, Halloween, Thanksgiving, Winter Break (Second Half), Day of Child's Birthday **Annual Designations:** Mother's Day with Sierra, Father's Day with Doug Religious holidays given priority to the practicing parent **Vacation Requirements:** Minimum 30 days advance notice for domestic travel and 60 days for international travel, including travel dates, destinations, contact information, and itinerary. Vacation time shall not interfere with the other parent's major holidays or children's essential commitments. **Dispute Resolution:** If

scheduling conflicts arise, parties shall first negotiate mutually acceptable solutions, consider alternating years or splitting days, and may use Utah statutory guidelines as default with the other parent receiving priority the following year. Before litigation, parties must attend mediation with costs shared equally. Modifications: All modifications must be agreed upon in writing, documented in the shared calendar, and made with reasonable advance notice, with emergency changes communicated immediately and made up with equivalent time when appropriate.

### Child care

22. A child care provider for our children must be:

23. Other terms about child care: **N/A**

### Relocation of a parent

24. Neither parent may relocate with the minor children more than **30** miles from their current residence without a written agreement signed by the parties or further court order.

25. Other terms about relocating: **The parties acknowledge that geographic relocation of either parent can have profound implications for the children's well-being and the non-moving parent's relationship with the children. Both parties agree to approach any potential relocation with heightened sensitivity and careful consideration of all impacted parties, particularly the children's emotional and developmental needs. Both parents understand and agree that should either parent choose to move out side of a 30 mile radius of Layton, UT they will provide the other parent a 60 day written or email notification of when the move date will be and the address of their new home. In the event of a move the parties understand and agree that the parenting time schedule will need to be modified. The parties realize that there are variables that are unknown that will need to be factored in when deciding how to revise the regular parenting time, holiday, and vacation parent time. Notice Requirements and Communication Any party intending to relocate a significant distance from their current residence shall provide written notice to the other party at least 60 days prior to the intended move. This notice must include: The intended date of relocation The specific geographic location of the proposed new residence The primary reasons for the proposed relocation A preliminary proposal for modified custody arrangements, if applicable Collaborative Decision-Making Process Upon notice of intended relocation, both parties agree to engage in thoughtful dialogue regarding the potential impact on the children. No assumptions shall be made about whether the children will relocate with the moving parent. Instead, the parties commit to evaluating multiple factors including, but not limited to: The children's ages and developmental stages Current academic performance and educational**

opportunities in both locations Existing extracurricular activities and commitments Social relationships and peer connections Potential advantages of the proposed location, including: Enhanced educational opportunities Improved quality of life Expanded social and cultural experiences Career or economic benefits that could positively impact the children Emotional impact on the children's relationship with each parent Feasibility of maintaining meaningful relationships with both parents Extended family connections in both locations

**Experimental Approach to Custody Modifications** The parties acknowledge that determining the optimal custody arrangement following a significant relocation may require a period of trial and adjustment. They agree to: Consider implementing temporary custody arrangements on a trial basis Remain open to modifications based on observed impacts on the children Maintain regular communication about the children's adjustment Monitor and evaluate the effectiveness of new arrangements Make adjustments as needed to support the children's best interests

**Best Interests Standard** All decisions regarding relocation and subsequent custody arrangements shall be guided by the best interests of the children. The parties commit to: Prioritizing the children's emotional and psychological well-being Maintaining strong relationships with both parents whenever possible Supporting the children's academic and social development Fostering stability while allowing for positive growth opportunities Minimizing disruption to the children's essential relationships and activities

The parties recognize that successful long-distance parenting requires exceptional cooperation, flexibility, and commitment to maintaining strong parent-child relationships despite geographic separation. They agree to utilize technology and other resources to facilitate ongoing communication and connection between the children and both parents.

26. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parties as follows: **The transportation costs will be negotiated at the time notice is given of the move.**

27. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

28. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

## Resolving disputes

29. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

Changing the plan

## END OF PARENTING PLAN

Income: Petitioner (Sierra Rae Dunbar) (Utah Code 81-6-203)

30. **Sierra Rae Dunbar's** gross monthly income for child support purposes is **\$10417**.

**Sierra Rae Dunbar** receives the following gross monthly income:

- a. **Sierra Rae Dunbar** is employed at **Sera Prognostics**. **Sierra Rae Dunbar** earns **\$10417** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Douglas Wayne Dunbar) (Utah Code 81-6-203)

31. **Douglas Wayne Dunbar's** gross monthly income for child support purposes is

**\$7917**. **Douglas Wayne Dunbar** receives the following gross monthly income:

- a. **Douglas Wayne Dunbar** is employed at **Ogden City**. **Douglas Wayne Dunbar** earns **\$7917** gross (pre-tax) monthly income working a 40-hour a week job or less.

32. The adjusted gross monthly income for **Douglas Wayne Dunbar** is **\$7917**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

33. It is in the best interest of the children that **Sierra Rae Dunbar** be ordered to pay child support to **Douglas Wayne Dunbar** as follows:

- a. **\$92.00** per month base support. This amount complies with the Utah Child Support Act.

34. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

35. The **joint** custody worksheet was used to calculate child support.

36. The base child support amount using the joint custody calculation is **\$92** per month.

### **Child support reduction for extended parent-time**

37. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

38. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any



agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

39. Child support will be paid as follows:

**Child support will be paid in equal proportionate amounts based on the pay periods of Sierra employer. At the time of divorce the pay periods were bimonthly. Payments will be made electronically as a direct deposit each month. Doug will provide the account information needed for Sierra to either have her employer pay directly from his check through his payroll processing or transferred directly each month from her own account.**

40. The issue of past-due child support may be decided by future court or administrative action.

41. **Sierra Rae Dunbar** will pay any ORS fees. If **Douglas Wayne Dunbar** is the ORS applicant and the fees are withheld from payments to **Douglas Wayne Dunbar**, **Sierra Rae Dunbar** will reimburse **Douglas Wayne Dunbar**.

42. The parties must notify each other within 30 days of any change in their income.

43. The parties will do the following for child related support or expenses:

- a. Additional Child-Related Expenses 1. Supplemental Support Categories: In addition to the base child support amount covering basic food and shelter expenses, the parties agree to establish three distinct categories of supplemental child-related expenses: a) Extracurricular Activities: Defined as expenses that benefit or enhance the children's development, including but not limited to: - Sports participation and related equipment - Swimming lessons - Musical instrument lessons and instruments - Academic tutoring - Art classes - STEM programs or camps - Scouting activities - Dance or gymnastics lessons This category explicitly excludes pure entertainment activities such as movie tickets, video games, or recreational outings. b) Logistical Expenses: Defined as practical costs associated with the children's daily lives, including but not limited to: - Cell phone bills and devices - School fees and supplies - Vehicle-related expenses (once driving age is reached), including: - Insurance premiums - Maintenance costs - Fuel allowance - Vehicle registration fees - Transportation costs for school or activities - Technology requirements for school c) Clothing Expenses: The parties agree that each parent shall be responsible for purchasing clothing for Alexis during their respective parenting time. Each parent shall provide appropriate clothing, shoes, and accessories needed for Alexis while she is in their care, and neither parent shall be required to reimburse the other for clothing purchases made during their individual parenting periods. Both parties acknowledge that this arrangement allows each parent the flexibility to make clothing decisions that suit their household and parenting style while ensuring Alexis has adequate clothing at both residences. 2. Monthly Contribution The parties agree to share equally (50/50) the costs of extracurricular activities and logistical expenses for Alexis, provided that both parties mutually agree in writing prior to registering Alexis for such activities or incurring additional costs. Doug agrees to pay the monthly cell

phone charges for Alexis's phone to enable her to maintain communication with both parents through FaceTime and other communication applications, including installation and maintenance of Google Family Link or similar parental monitoring software. Sierra shall have equal control and access to the phone monitoring and parental controls, with both parents co-managing the monitoring application for Alexis. Either parent may enroll Alexis in any extracurricular activity at their own expense at any time if the other parent is not willing or able to pay for the shared cost, and both parties agree to support Alexis's participation in such activities regardless of which parent initiated the enrollment. Any extracurricular activities or additional expenses that are not mutually agreed upon in advance shall be the sole responsibility of the parent who enrolled Alexis or incurred the expense without prior consent from the other parent.

b. **LIFE INSURANCE PROVISION** The parties agree that each parent shall maintain a life insurance policy with a minimum death benefit of Twenty-Five Thousand Dollars (\$25,000) and shall designate the other parent as the beneficiary for the full amount until Alexis reaches the age of eighteen (18) or becomes emancipated, whichever occurs first. Each parent shall provide annual proof of coverage and beneficiary designation to the other parent by January 31st of each year and shall not change the beneficiary designation without prior written consent of the other parent. Each parent shall be responsible for paying their own life insurance premiums. If either parent's current life insurance coverage terminates or becomes unavailable, that parent shall obtain comparable coverage within sixty (60) days and provide proof of the new coverage to the other parent.

c. The parties acknowledge that each maintains their own individual Health Savings Account (HSA) policy. Doug and Sierra agree that upon execution of this divorce decree, each party shall retain ownership and control of their respective HSA accounts for their own use and for expenses related to their daughter Alexis. Each parent may utilize their individual HSA funds to pay for qualified medical expenses incurred by Alexis, and neither party shall have any claim to or control over the other party's HSA account. Both parties agree to maintain their separate HSA policies and accounts as their individual property, and each party shall be solely responsible for contributions to and management of their own HSA account.

44. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

## Dependent children for tax purposes

45. The parties will use the following provision to determine who may claim the parties' children as dependents/exemptions for tax purposes.

### **a. Allocation of Tax Deductions for Children 1. Purpose: The purpose of this**

provision is to allocate tax deductions related to the minor children in a manner that maximizes the financial benefit for both parties while maintaining fairness. 2. Annual Determination: a. Each year, prior to filing their individual income tax returns, Doug and Sierra agree to evaluate their respective financial situations to determine which party would benefit more from claiming the tax deductions associated with their children. b. Both parties agree to exchange relevant financial information, specifically their projected tax obligations, to facilitate this evaluation. 3. Allocation of Deductions: a. If a significant advantage is identified for one party regarding the claiming of tax deductions for the children, the advantaged party shall have the option to claim the deductions. b. The advantaged party, upon claiming the deductions, agrees to compensate the other party by paying an amount equivalent to the financial benefit the other party would have received had they taken the deductions. This payment shall be made by April 15th. 4. Rotation of Deductions: a. In the event that there is no discernible tax advantage to either party in claiming the deductions, parties shall alternately claim the deductions: Doug shall claim the deductions in odd-numbered tax years, and Sierra shall claim the deductions in even-numbered tax years. 5. Payment Compliance: a. The party obligated to make a compensating payment as per Paragraph 3(b) shall do so by the agreed date in order to ensure neither party is financially disadvantaged in a given tax year. 6. Dispute Resolution: a. Should the parties be unable to reach an agreement on the allocation of deductions for any given year, they agree to engage in mediation to resolve the dispute prior to filing their taxes. 7. Modification and Review: a. The terms of this article may be reviewed and modified upon mutual written agreement by both parties or as necessitated by changes in tax laws.

Child health care (Utah Code 81-6-208)

#### **46. CHILDREN'S HEALTH INSURANCE COVERAGE**

Doug and Sierra agree to maintain dual coverage for Alexis under both parents' health insurance policies. The parties shall jointly evaluate all available health insurance options annually prior to open enrollment deadlines, including employer coverage, new spouse coverage allowing stepchildren, government programs, and marketplace options. Insurance selection shall be based on comprehensiveness of coverage, total costs, out-of-pocket expenses, network accessibility, prescription drug coverage, and overall value.

**47. Cost Sharing:** Each party shall be responsible for their own premium costs while maintaining dual coverage. If the parties elect to use only one primary plan at any time, premium costs shall be shared equally (50/50) between the parties.

**Documentation and Payment:** The party carrying insurance shall provide documentation of the child's portion of premiums, with the other party's share added to or deducted from monthly child support payments within 15 days of any premium changes. Both parties shall provide insurance options, cost quotes, and benefit summaries during open enrollment, and all insurance cards and policy information shall be shared between parties.

**Claims and Coordination:** Both parents have authority to submit claims and communicate with providers, and shall cooperate in completing forms and promptly forwarding insurance communications. If either party experiences a qualifying life event affecting insurance availability, they shall notify the other party within 10 days for immediate coverage evaluation.

#### Child care expenses (Utah Code 81-6-209)

48. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

Both parents agree to split all work-related child care costs 50/50. Both parents agree to allow the other parent to have input as to choosing the child care provider. Both parents agree to have first right of refusal to have the children instead of day care. In the event the day care provider requires payment regardless if the parent has the children or not, that expense will be shared by both parties.

#### Public assistance statement – Office of Recovery Services (ORS) (Utah Code 78B-12-113)

49. Neither party has received or is receiving public assistance from the State of Utah.

#### Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

50. All personal property not addressed in the divorce should be divided as the parties have already divided it.

#### Vehicles

51. Vehicles will be divided as follows:

a.

Year: **2017**

Make: **Ford**

Model: **F150 XLT**

VIN: **N/A**

Owner (before divorce): **Sierra Rae Dunbar & Douglas Wayne Dunbar**

Current value: **\$20,535.00**

Amounts Estimated: **no**

Ownership After Divorce: **Doug shall retain sole ownership of this and agrees to either refinance the vehicle loan to remove Sierra's name within sixty (60) days of the execution of this divorce decree, or pay off the vehicle loan in full using proceeds from the sale of the marital home. Sierra agrees to cooperate in executing any necessary documentation to facilitate the refinancing or loan payoff process. Doug assumes full responsibility for all remaining loan payments, insurance premiums, registration fees, and maintenance costs associated with this vehicle from the date of this decree forward. Upon completion of the refinancing or loan payoff, Sierra shall be released from all liability related to this vehicle loan, and Doug agrees to indemnify and hold Sierra harmless from any debts, liabilities, or obligations related to this vehicle.**

i.

Lender: **Mountain America**

Address: **955 W Antelope Dr, Layton, UT 84041**

Date Acquired: **N/A**

Amount Owed: **\$9,897.25**

Amounts Estimated: **no**

Monthly Payment: **\$498.64**

The debt will be paid as follows: **Douglas Wayne Dunbar will pay the entire debt. Douglas Wayne Dunbar will provide a copy of the divorce decree to the lender.**

b.

Year: **2024**

Make: **Ford**

Model: **Bronco Raptor**

VIN: **N/A**

Owner (before divorce): **Sierra Rae Dunbar & Douglas Wayne Dunbar**

Current value: **\$73,866.00**

Amounts Estimated: **no**

Ownership After Divorce: **Sierra shall retain sole ownership of this vehicle and agrees to either refinance the vehicle loan to remove Doug's name within sixty**

**(60) days of the execution of this divorce decree, or pay off the vehicle loan in full using proceeds from the sale of the marital home. Doug agrees to cooperate in executing any necessary documentation to facilitate the refinancing or loan payoff process. Sierra assumes full responsibility for all remaining loan payments, insurance premiums, registration fees, and maintenance costs associated with this vehicle from the date of this decree forward. Upon completion of the refinancing or loan payoff, Doug shall be released from all liability related to this vehicle loan, and Sierra agrees to indemnify and hold Doug harmless from any debts, liabilities, or obligations related to this vehicle.**

i.

Lender: **Mountain America**

Address: **955 W Antelope Dr, Layton, UT 84041**

Date Acquired: **N/A**

Amount Owed: **\$86,294.14**

Amounts Estimated: **no**

Monthly Payment: **\$1,475.29**

The debt will be paid as follows: **Sierra Rae Dunbar will pay the entire debt. Sierra Rae Dunbar will provide a copy of the divorce decree to the lender.**

Bank and credit union accounts

52. Bank and credit union accounts will be divided as follows:

a.

Account Number: **None**

Account Type: **Savings**

Institution Name: **America First**

Address: **Unknown**

Date Opened: **N/A**

Balance (US Dollars): **\$0.00**

Estimated: **no**

Owner: **Sierra Rae Dunbar and Douglas Wayne Dunbar**

Co-Owner(s): **N/A**

Divide as follows: **Doug shall retain sole ownership and control of these accounts and all funds contained therein. Doug agrees to remove Sierra's name from this account within thirty (30) days of the execution of this divorce decree. Sierra waives any and all rights, title, or interest in said account and the funds contained therein, and agrees to cooperate in executing any necessary documentation to remove her name from the account. Doug agrees to indemnify and hold Sierra harmless from any claims, liabilities, or obligations related to this account from the date of this decree forward.**

b.

Account Number: **None**

Account Type: **MM**

Institution Name: **America First**

Address: **Unknown**

Date Opened: **N/A**

Balance (US Dollars): **\$0.00**

Estimated: **no**

Owner: **Sierra Rae Dunbar**

Co-Owner(s): **N/A**

Divide as follows: **Sierra shall retain sole ownership and control of this account and all funds contained therein. Sierra agrees to remove Doug's name from this account within thirty (30) days of the execution of this divorce decree. Doug waives any and all rights, title, or interest in said account and the funds contained therein, and agrees to cooperate in executing any necessary documentation to remove his name from the account. Sierra agrees to indemnify and hold Doug harmless from any claims, liabilities, or obligations related to this account from the date of this decree forward.**

Stock, bond, securities, or money market fund accounts

53. The stock, bond, securities, or money market fund accounts will be divided as follows:

a.

Account Number: **None**

Account Type: **Unknown**

Institution Name: **Gold/Silver Investments**

Address: **Unknown**

Date Opened: **N/A**

Balance (US Dollars): **\$5,417.00**

Estimated: **no**

Owner: **Sierra Rae Dunbar**

Co-Owner(s): **N/A**

Divide as follows: **Sierra Rae Dunbar should be awarded the entire balance of \$5,417.00 from this money.**

## Debts

54. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can

recover that amount from the responsible party.

### **Credit Card Debt**

a.

Account Number: **9995**

Institution Name: **Discover**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$13,746.00**

Minimum Monthly Payment (in US Dollars): **\$400.00**

Owner: **Sierra Rae Dunbar & Douglas Wayne Dunbar**

The debt will be paid as follows: **Doug shall retain sole ownership and responsibility for his individual credit card account and agrees to remove Sierra as an authorized user within thirty (30) days of the execution of this divorce decree. The parties acknowledge that there is a current balance owed on this credit card account and agree to split the responsibility for paying off the outstanding balance equally (50/50). Both parties shall continue to make monthly payments toward the credit card balance, with each party responsible for fifty percent (50%) of the required monthly payment until the balance is paid in full. Doug shall provide Sierra with monthly statements showing the current balance and minimum payment due, and Sierra shall remit her portion of the payment directly to Doug within five (5) days of receiving the statement. Doug shall be solely responsible for all future charges on this credit card account from the date of this decree forward. Upon full payment of the outstanding balance, Sierra shall be held harmless from any future debts, liabilities, or obligations related to this credit card account.**

b.

Account Number: **1005**

Institution Name: **AMEX**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$21,496.58**

Minimum Monthly Payment (in US Dollars): **\$650.00**

Owner: **Sierra Rae Dunbar & Douglas Wayne Dunbar**

The debt will be paid as follows: **Sierra shall retain sole ownership and responsibility for her individual credit card account and agrees to remove Doug as an authorized user within thirty (30) days of the execution of this divorce decree. The parties acknowledge that there is a current balance owed on this credit card account and agree to split the responsibility for paying off the outstanding balance equally (50/50). Both parties shall continue to make monthly payments toward the credit card balance, with each party responsible for fifty percent (50%) of the required monthly payment until the balance is**



paid in full. Sierra shall provide Doug with monthly statements showing the current balance and minimum payment due, and Doug shall remit his portion of the payment directly to Sierra within five (5) days of receiving the statement. Sierra shall be solely responsible for all future charges on this credit card account from the date of this decree forward. Upon full payment of the outstanding balance, Doug shall be held harmless from any future debts, liabilities, or obligations related to this credit card account.

C.

Account Number: **0984**

Institution Name: **AFCU**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$4,566.00**

Minimum Monthly Payment (in US Dollars): **\$115.00**

Owner: **Sierra Rae Dunbar**

The debt will be paid as follows: **Sierra shall retain sole ownership and control of this credit card held in her name. The parties acknowledge that there is a current balance owed on this account and agree to split the responsibility for paying off the outstanding balance equally (50/50). Both parties shall continue to make monthly payments toward the account balance, with each party responsible for fifty percent (50%) of the required monthly payment until the balance is paid in full. Upon full payment of the outstanding balance, Doug shall be held harmless from any future debts, liabilities, or obligations related to this account.**

#### **Other Debt**

a.

Account Number: **None**

Institution Name: **Student loan Nelnet**

Address: **Unknown**

Amount owed on debt (in US Dollars): **\$19,273.00**

Minimum Monthly Payment (in US Dollars): **\$300.00**

Owner: **Sierra Rae Dunbar**

The debt will be paid as follows: **Sierra shall be solely responsible for all payments, interest, fees, and obligations related to her individual student loan debt. Doug waives any and all rights, title, or interest in Sierra's student loan obligations and Sierra agrees to indemnify and hold Doug harmless from any claims, debts, liabilities, or obligations related to her student loan debt. Sierra acknowledges that she remains fully liable for all amounts owed on her student loans and Doug shall have no responsibility for any payments or obligations associated with Sierra's student loan debt from the date of this**

**decree forward.**

b.

Account Number: **None**

Institution Name: **Windows for the home**

Address: **Unknown**

Amount owed on debt (in US Dollars): **\$35,226.00**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Sierra Rae Dunbar & Douglas Wayne Dunbar**

The debt will be paid as follows: **The parties acknowledge that there is an outstanding debt for windows installed on the marital home in the amount of Thirty-Five Thousand Two Hundred Twenty-Six Dollars (\$35,226). This debt shall be paid through the equity from the refinancing of the home before the equity is split between the parties. Upon payment of the window debt through the refinancing proceeds and equity settlement, both parties shall be released from any further obligations related to this debt.**

## **Real property**

55. The parties acquired the following real property during the marriage:

a.

Description: **Primary Home**

Address: **178 S 3200 W, Layton, Davis, Utah 84041 United States**

Tax ID: **12-111-0166, 12-111-0169, 12-111-0170**

Legal Description: **Unknown**

Date property acquired: **Jun 12, 2019**

Names on title: **Sierra Rae Dunbar & Douglas Wayne Dunbar**

Original cost: **\$600,000**

Current value: **\$600,000.00**

Property values estimated: **no**

Disposal: **Doug shall retain the marital home. The parties acknowledge that Sierra's half of the total home equity after satisfaction of the first and second mortgage and payment of the window debt totaling Seventeen Thousand Six Hundred Thirteen Dollars (\$17,613) for her portion of the windows equals One Hundred Seventy-Seven Thousand Six Hundred Sixty-Four Dollars (\$177,664). Sierra shall receive a settlement payment of One Hundred Forty-Seven Thousand Six Hundred Sixty-Four Dollars (\$147,664), which represents her equity share reduced by Thirty Thousand Dollars (\$30,000) as an alimony buyout credit to Doug. Until the refinancing is completed, both parties shall continue to equally share mortgage and utility payments. Upon completion of the refinancing, Doug shall become solely responsible for all mortgage payments, utilities, and home-related expenses. The mortgage interest**

deduction for tax year 2025 shall be split equally (50/50) between the parties. Doug agrees to refinance the mortgage to remove Sierra's name from all loan obligations and execute all necessary documents to transfer full ownership to his name. Doug shall hold Sierra harmless from any future obligations related to the marital home upon completion of the property settlement payment and refinancing process. Sierra agrees to execute all necessary documents including quitclaim deeds and refinancing paperwork to facilitate the property transfer. Upon payment of the settlement amount and completion of refinancing, Sierra waives all claims to the marital home and Doug assumes full ownership and responsibility for the property.

i.

Creditor: **N/A**

Names on mortgage: **Sierra Rae Dunbar & Douglas Wayne Dunbar**

Date mortgage acquired: **Jun 12, 2019**

Mortgage balance: **\$272,872.00**

Monthly payment: **\$1,672.00**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Until the refinancing is completed, both parties shall continue to equally share mortgage and utility payments. Upon completion of the refinancing, Doug shall become solely responsible for all mortgage payments, utilities, and home-related expenses. Douglas Wayne Dunbar will provide a copy of the divorce decree to the lender.**

ii.

Creditor: **N/A**

Names on mortgage: **Sierra Rae Dunbar & Douglas Wayne Dunbar**

Date mortgage acquired: **Jun 12, 2019**

Mortgage balance: **\$31,543.00**

Monthly payment: **\$478.00**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Until the refinancing is completed, both parties shall continue to equally share mortgage and utility payments. Upon completion of the refinancing, Doug shall become solely responsible for all mortgage payments, utilities, and home-related expenses. Douglas Wayne Dunbar will provide a copy of the divorce decree to the lender.**

## Alimony

56. Neither party will pay alimony.

## Retirement money

### Retirement money – retirement accounts

57. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

58. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **None**

Plan Name: **401K**

Plan Administrator: **Unknown**

Company Name: **URS**

Address: **Unknown**

Date Opened:

Plan Value: **\$63373**

This plan is in the name of: **Douglas Wayne Dunbar**

Divide as follows: **The entire account should be awarded to Douglas Wayne Dunbar.**

b.

Account Number: **None**

Plan Name: **401K**

Plan Administrator: **Unknown**

Company Name: **URS**

Address: **Unknown**

Date Opened:

Plan Value: **\$18228**

This plan is in the name of: **Douglas Wayne Dunbar**

Divide as follows: **The entire account should be awarded to Douglas Wayne Dunbar.**

c.

Account Number: **None**

Plan Name: **401K**

Plan Administrator: **Unknown**

Company Name: **ADP**

Address: **Unknown**

Date Opened:

Plan Value: **\$1951**

This plan is in the name of: **Sierra Rae Dunbar**

Divide as follows: **The entire account should be awarded to Sierra Rae Dunbar.**

### Additional provisions

59. The parties will adhere to the following additional provisions:

a.

**Additional Provision: The parties acknowledge that they are currently working on completing their 2024 tax returns. Doug and Sierra agree to equally share any tax refund or amount owed on their 2024 tax returns, with each party responsible for fifty percent (50%) of any refund received or taxes owed. If a refund is received, each party shall receive fifty percent (50%) of the total refund amount. If additional taxes are owed, each party shall be responsible for fifty percent (50%) of the total amount due. The parties agree to cooperate in providing all necessary documentation and information to complete the 2024 tax returns and to communicate promptly regarding the final tax outcome and any required payments or distributions.**

b.

**Additional Provision: The parties acknowledge that they own birds and a dog named Katie. Sierra shall retain sole ownership of the birds and assume all responsibility for their care and associated costs. Katie shall be co-owned by both parties, with Katie accompanying Alexis during each parent's respective parenting time. When Alexis feels comfortable and ready for the transition, the parties agree that Sierra will become the sole owner of Katie and will assume full responsibility for all costs associated with Katie's care, including but not limited to veterinary expenses, food, grooming, and boarding. Until Sierra assumes sole ownership, both parties shall share equally the costs associated with Katie's care. The timing of the transition to Sierra's sole ownership shall be determined based on Alexis's comfort level and emotional readiness, as mutually agreed upon by both parents in Alexis's best interests.**

c.

**Additional Provision: The parties agree that all other personal property shall be divided as they have previously agreed.**

d.

**Additional Provision: If in the future either party brings suit against the other the party that is held in contempt or found to be wrong in the action will pay 100% of both parties attorneys fees and legal costs. Both parties understand that bringing frivolous suit to court is costly and recognize that if they bring**

**such suit they will be responsible for the costs to do so.**

e.

**Additional Provision: For a party to claim the children on their taxes, they must be current on all support items in the decree.**

f.

**Additional Provision: The parties agree to an alimony buyout in the amount of Thirty Thousand Dollars (\$30,000) that Sierra would otherwise owe to Doug as spousal support. In lieu of Sierra making separate alimony payments to Doug, this \$30,000 alimony obligation shall be satisfied by reducing the property settlement amount that Doug owes to Sierra by \$30,000. This alimony buyout represents a complete and final settlement of Sierra's spousal support obligation to Doug, and upon the adjusted property settlement payment (which reflects the \$30,000 reduction for the alimony buyout), Sierra shall have no further spousal support obligations to Doug and both parties waive any rights to future spousal support from the other.**

g.

**Additional Provision: The parties agree that each shall retain sole ownership and control of their individual retirement accounts, pension plans, 401(k) accounts, IRA accounts, gold and silver investments, and any other retirement-related plans or investment assets held in their respective names. Doug and Sierra each waive any and all rights, title, or interest in the other party's retirement accounts and precious metal investments, and each party agrees to indemnify and hold the other party harmless from any claims, debts, liabilities, or obligations related to their respective retirement accounts and gold and silver investments. Neither party shall have any claim to the other party's individual retirement benefits or precious metal holdings, and each party acknowledges that their retirement accounts and gold and silver investments shall remain their separate property as of the date of this decree.**

## Duty to sign documents

60. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

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

04/17/26

Signature ►

*Michael DiRada*



Date

Judge Michael DiReda

Date

Signature ►

Commissioner

Approved as to Form.

Other Party  
Signature ►

  
ID ZymXRCw7wiaFseZhPFdYW1FJ

Other Party Douglas Wayne Dunbar  
Name

### Certificate of Service

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

a.

Name: **Douglas Wayne Dunbar**  
Method of service: **Email**  
Address: **dunbardoug2014@gmail.com**  
Date of Service: **Nov 6, 2025**

2/2/2026  
Date

Signature ►

  
ID H5X57WMD4H2xKPh3RU2R4VE

Printed  
Name

Sierra Rae Dunbar