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

In the Matter of the Marriage:

MICHAEL PAUL WRIGHT,

Petitioner,
and

RACHEL MICHELLE WRIGHT,

Respondent.

DECREE OF DIVORCE

Case No. 254701283

Judge Michael D. Direda

Commissioner Julie Winkler

The Petitioner having filed a Verified Petition for Divorce and the parties having reached a final resolution by filing a Stipulation and Settlement Agreement resolving all issues; the Court having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised in the premises, now therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Decree of Divorce. The parties are hereby granted a Decree of Divorce, final upon entry, terminating the bonds of matrimony heretofore existing between the parties upon the mutual grounds of irreconcilable differences.

2. Residency. Father is a bona fide resident of Davis County, State of Utah, and has been for three months immediately prior to the filing of this action.
3. Marriage Statistics. The parties were married on April 3, 2010, in West Jordan, Salt Lake County, Utah, United States.
4. Grounds. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.
5. Children. The following are minor children of the parties.

Name	Date of Birth
M.K.W.	September 2010
M.R.W.	March 2014

PARENTING PLAN

6. Custody/Parent time. The parties are awarded joint physical custody of their minor children. Parent-time with the children shall be at reasonable times and places as the parties may agree. Beginning March 2, 2026, if the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Father	Father	Mother	Mother	Father	Father	Father
Week 2	Father	Father	Mother	Mother	Mother	Mother	Mother

- a. The parties shall have 50/50 custody such that the Father exercises parent-time every Monday overnight and Tuesday overnight with the exchange at school on Wednesday morning or 9 a.m. when school is not in session. The Mother shall exercise parent-time every Wednesday overnight and Thursday overnight with the

exchange at school on Friday morning or 9 a.m. when school is not in session. The weekends shall alternate between the parties with each party receiving every other Friday until Monday morning with the exchange at school or 9 a.m. when school is not in session.

b. Extended Parent Time During Summer. Each party will receive two-uninterrupted weeks in the summer-time.

7. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1 each year for first option parent and May 15 for second option parent. Father shall have first choice of extended time in odd numbered years and Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may have priority.

8. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code Annotated §81-9-303 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	July 4th 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m.

		to 9 p.m.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	First Half of Winter Break, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	Second Half of Winter Break , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The day before or after child's birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 9 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with the exchange at school

9. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, Mother shall have presumptive decision-making authority for medical decisions and Father shall have presumptive decision-making authority for education decisions, subject to both parties right to seek court intervention. However, the parties will attempt to mediate before seeking court intervention. Both parties shall have the authority to make emergency and routine decisions regarding the children's day-to-day activities when the children are in his or her care.

- a. Medical. The parties will continue to use their current pediatrician as the pediatrician for the children and specialists that their pediatrician recommend, when needed.
- b. Dental. The parties will use their current dentist as the dentist for the children and specialists that their dentist recommends, when needed.
- c. Separate Accounts. According to Utah Code Annotated §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.
- d. Educational Plan. The children shall continue to attend their current schools and feeder schools, unless otherwise mutually agreed upon by the parties in writing. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

10. Relocation. If either party moves more than 40 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code Annotated §81-9-209.

11. Our Family Wizard. The parties will utilize Our Family Wizard to communicate and calendar and exchange receipts. The parties will each pay their respective costs for Our Family Wizard. The parties will not use their children to deliver messages. The parties will use text contact only for emergencies and changes on the day of the exchange. Each party shall set up and pay for their portion of Our Family Wizard by March 1, 2026. The parties shall respond within 48 hours of any communication. The parties will exchange receipts, calendar, and communicate through Our Family Wizard. The parties will not use Our Family Wizard to harass or annoy the other parent.

The communication shall be civil and limited to issues regarding the children. The parties shall abide by the recommendations of the tone meter.

12. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children.

13. Travel.

a. When the children travel with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

- i. An itinerary of travel dates;
- ii. Destination;
- iii. Places where the children or traveling parent can be reached;
- iv. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.

b. Both parties shall have unfettered access to the children's passports 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 notarized documentation between the parties and consent shall not be unreasonably withheld.

14. Change of Information. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

15. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children 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 children may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

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

17. Mutual Restraining.

a. The parties are restrained from using electronic or other means to surveil the other party or access the other's accounts.

b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

c. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

d. The parties will not use their children to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any children's activity.

e. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

f. The parties shall not go to the other parties' residence except for child exchanges without written permission from the other party.

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

h. 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 children from such circumstances.

18. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers for the child when the parent is available and in town shall not trigger the first right of refusal.

19. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a

mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

20. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the Our Family Wizard Calendar within 24 hours of receiving the calendar or any change. The parties agree that M.R.W.'s football and M.K.W.'s voice lessons are an agreed upon expenses that shall be divide equally.

21. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This shall not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the

party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

22. Other expenses. Each party shall be responsible to share equally the costs of car insurance. Mother shall be responsible for obtaining car insurance for the children, with Father reimbursing Mother for one-half of the children's portion of the car insurance. Father shall have authority and access to verify information with the insurance company. Father shall be responsible for obtaining and maintaining cell phones and cell phone services for the children and shall be responsible for 100% of the cost. Each parent shall have equal access to the children's cell phones. Mother shall be responsible for 100% of the cost of M.R.W.'s tutoring for dyslexia through the end of the current program and the parties will cooperate to ensure the child completes the program.

23. Curbside Transportation for the Children. The parties will utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent will provide the transportation from the other parent's residence unless otherwise mutually agreed upon. If the exchange occurs at the residence, the parties shall have a curbside exchange. The receiving parent shall pull up in front of the residence and text to announce the arrival. The receiving parent may wait inside the vehicle for the children to come out, but shall remain in a position where he or she can make physical contact with the vehicle at any time. The non-receiving parent shall remain in a position where he or she can touch the front door at all times during the exchange

FINANCIAL ITEMS AND ASSET DISTRIBUTION

24. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 *et seq.* Mother's gross monthly income is \$12,917.00 per month. Father's gross monthly income is \$7,720.00 per month. Mother has 182 overnights and Father has 183 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. The Mother's child support obligation shall be \$372.00 per month. Child support shall commence March 1, 2026.

Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

25. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §81-6-208. The Mother is currently providing said insurance.

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 children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. 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 medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children 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 will 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 children as indicated.

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

e. Double coverage shall not be required. However, if the parties have double coverage for paid insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

g. Father's portion of Mother's insurance premiums for the minor children is \$104.40 at the time of divorce.

26. Childcare Expenses. The parties shall adopt Utah Code Annotated §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children.

27. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor children as follows:

a. While there are two minor children, the parties will each receive one child as a dependency exemption/tax credit. Mother will claim the oldest child and Father will claim the youngest child.

b. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. Mother will be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Father will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

c. The parties that is entitled to claim the dependency exemption/tax credits indicated herein as long as the party is current on their child support obligation by December 31st of the applicable tax year.

28. Taxes. The parties will file taxes separately for 2025 and thereafter.

29. Real Property. The marital property located at 1642 East 2550 North, Layton, Utah will be awarded to the Mother with all debts and liabilities. Mother shall hold the Father harmless on all debts and liabilities associated with the home. The Mother will get the utilities solely in her name by March 1, 2026. The Mother will refinance and/or assume the loan into her name only within 6 months of entry of Decree of Divorce and shall pay Father \$184,000.00 in full and final resolution of all property disputes and in lieu of alimony. In the event that the refinance does not occur, or Mother does not pay Father \$184,000.00 in full within 6 months of entry of Decree of Divorce, the parties shall immediately put the home for sale with a mutually agreed upon Real Estate Agent. Mother shall give Father three names for Real Estate Agents and Father shall choose one within 14 days of receipt. The parties shall follow the advice of the Real Estate Agent. Upon the sale of the home at a reasonable market value price, the parties will split the net equity with the following offsets. The proceeds of the home shall be distributed as follows:

- i. First, the parties shall pay the cost of sale;
- ii. Second, the mortgage shall be paid;
- iii. Third, the equity shall be equally divided between the parties.
- iv. Fourth, \$59,000.00 from Mother's one-half share of the proceeds shall be awarded to Father as a lump sum alimony payment.
- v. Fifth, \$32,281.00 from Father's one-half share of the proceeds shall be awarded to Mother to equalize the property settlement.

vi. Alternatively, Mother's obligation to Father minus Father's obligation to Mother, \$59,000 - \$32,218.00 = \$26,782. Therefore, Mother shall pay Father the difference of \$26,782.00 from her share of the proceeds.

30. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2025 Toyota Tundra	Father
2020 Rave4	Mother
Eccles Tickets	Father
Travel Trailer	Father
Bear Lake Time Share	Each awarded one share and each shall be responsible for their respective maintenance fees
Safe (both parties shall have access to the items in the safe and will divide the items in the safe as the parties can agree)	Father
Piano	Mother
Two Dogs and Cat	Mother
Bearded Dragon	Mother

a. Father shall be awarded his premarital and personal items within 15 days of signing this agreement. Other items not listed herein shall be divided equitably between the parties within 45 days of signing this agreement, as the parties may agree. If the parties cannot agree, they shall schedule mediation within 90 days of entry of Decree of Divorce or the property will remain with whomever has possession at that time.

- b. Father will give Mother the login information to the front door lock (if found), the log in information for M.K.W.'s physical phone and both parties shall have access to find my friends or other tracking apps associated with the children's phones. Mother will be awarded the ring doorbell hardware and Father will cooperate with transferring all associated information related thereto.
- c. The parties will both have equal access to the children's social media accounts if and when they exist. The parties will keep each other apprised of any kids social media accounts they are aware of.
- d. The parties shall make best efforts to ensure the children are using their devices appropriately.
- e. The parties will open the safe together on a mutually agreed upon date with mutually agreed upon third parties.
- f. Within 30 days of signing this agreement, Father will provide Mother with a copy of the family pictures and videos from hard drive in Father's possession.
- g. Within 15 days of signing this agreement, Father will provide Mother an inventory of any items he has already removed from the house including but not limited to items removed from the safe.
- h. Within 30 days of signing this agreement, both parties will provide a digital copy to the other of family pictures and videos on their respective phones.

31. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
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All Debts in Mother's Name only	Mother
All Debts in Father's Name only	Father
Mortgage	Mother
Obligation of Toyota Tundra	Father
IRS obligation in the approximate amount of \$1,721,77	Mother

a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

32. Checking And Saving Accounts.

a. Mother shall be awarded the joint AFCU checking and savings accounts ending in #0499 and her AFCU checking and savings accounts ending in #8662 free

and clear of any claim by Father. The parties shall work together to remove Father's name or close the joint AFCU accounts ending in #0499 within 15 days of signing this agreement.

b. Father shall be awarded the money in his AFCU checking account ending in #6189 free and clear of any claim by Mother.

33. Retirement Accounts. The parties shall equally divide the marital portion of Father's URS pension with the division date as the entry of the Decree of Divorce. The parties agree that Father shall be awarded his URS 401(k) in the approximate amount of \$4,222.00 shall be awarded to Father free and clear of any claim by Mother. The parties agree that Mother shall be awarded the first \$54,714.00 of her IHC TRow Price 401(k) as her premarital portion of the retirement and it shall be deducted from the total balance, the remaining balance shall be divided equally with the division date as of the entry of Decree of Divorce. The parties shall equally split the cost associated with splitting the accounts or QDRO, if any.

34. Name. Mother will have the option of restoring her name to Rachel Michelle Rosenquist.

35. Alimony. In addition to the property settlement, neither party shall be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

36. 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.

37. Divorce Education. The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.

38. Drafting. Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of this stipulation. Both parties and their counsel have had an opportunity to read the stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. This Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

39. Full Disclosure. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

40. Attorney's Fees and Costs. Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

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Electronically SIGNED by the Court, as shown at the top of this Order

Approved as to form:

/s/Andy Leger (Electronically signed by Melanie Adams Cook with permission of Andy Leger on 4/10/2026)

ANDY LEGER

Attorney for Respondent

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

CERTIFICATE OF SERVICE

I hereby certify that I e-filed and therefore served a true and correct copy of the foregoing,

Decree of Divorce, this 31st day of March, 2026, to the following:

Andy M. Leger #10809
Leger Family Law, PLLC
Attorney for Respondent
533 West 2600 South, Suite 370
Bountiful, Utah 84010
Telephone: (801) 712-7262
andy@legerfamilylaw.com

/s/ Melanie Adams Cook