



1David C. Blum #7814
CANYONS LAW GROUP, LLC
Attorneys for Respondent
311 S. State St., Suite 350
Salt Lake City, UT 84111
Telephone: (801) 238-6500
Facsimile: (801) 238-6505
Email: David@CanyonsLaw.com

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

In the matter of the marriage of:
CHALENE TAYLOR,

Petitioner,

and

KYLE TAYLOR,

Respondent.

DECREE OF DIVORCE

Civil No. 254700497

Judge Joseph Bean

Commissioner Julie Winkler

THE ABOVE-CAPTIONED MATTER having come before the above-entitled court upon motion, the Honorable Joseph Bean presiding. The Court, having made its Findings of Fact and Conclusions of Law, hereby **ADJUDGES, DECREES and ORDERS as follows:**

1. Petitioner is granted a divorce on the grounds of irreconcilable differences.

CUSTODY AND PARENT-TIME

2. One child has been born as issue to these parties, to wit: Khloe, born October 2015.

3. Pursuant to Utah Code §81-11-209:
- During the past five years, the child has resided in Utah and Alabama.
 - Neither party been a party or witness to, or participated in any other litigation concerning custody, child support or parent-time of the parties' children.
 - Neither party knows of any proceeding that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights and/or adoptions.
 - Neither party knows of any person not a party to the proceeding who has physical custody of the parties' minor child/ren and who claims to have custody, child support or parent-time or visitation rights with respect to the child/ren.
4. Until August 31, 2026, the parties shall continue to exercise 50/50 parent-time on a 2/2/5/5 rotation. Beginning September 1, 2026, Chalene shall be awarded primary physical custody and Kyle is awarded parent-time pursuant to Utah Code § 81-9-209, including transportation costs, and modified as follows (and Kyle shall provide notice to Chalene if he is going to exercise this parent-time):

MONTH	DAD'S TIME IN EVEN YEARS	DAD'S TIME IN ODD YEARS
January	Dr. Martin Luther King Jr. Day weekend: beginning when the child is released from school until 7:00 p.m. the day before school resumes	Dr. Martin Luther King Jr. Day weekend: beginning when the child is released from school until 7:00 p.m. the day before school resumes
February	President's Day weekend: beginning when the child is released from school until 7:00 p.m. the day before school resumes	President's Day weekend: beginning when the child is released from school until 7:00 p.m. the day before school resumes

March	Beginning the fourth Friday in the month when the child is released from school until 7:00 p.m. the day before school resumes unless that weekend is Spring Break in which case his parent-time shall begin the third Friday in the month when the child is released from school until 7:00 p.m. the day before school resumes	Spring Break: beginning when the child is released from school until 7:00 p.m. the day before school resumes
April	Easter weekend: beginning when the child is released from school until 7:00 p.m. the day before school resumes	Beginning the fourth Friday in the month when school is released until 7:00 p.m. the day before school resumes unless that weekend is Easter weekend in which case parent-time shall begin the third Friday in the month when the child is released from school until 7:00 p.m. the day before school resumes
May	Beginning the fourth Friday in the month when school is released until 7:00 p.m. the day before school resumes (if the school year does not resume, parent-time shall conclude at 7:00 p.m. on Sunday) unless that weekend is Memorial Day weekend in which case it will begin the third Friday in the month when the child is released from school until 7:00 p.m. the day before school resumes	Memorial Day weekend: beginning when the child is released from school until 7:00 p.m. the day before school resumes (if the school year does not resume after Memorial Day, parent-time shall conclude at 7:00 p.m. on Memorial Day)
June/July/ August (Summer Parent- Time)	Equally divided, and as more fully described below	Equally divided, and as more fully described below

September	Labor Day weekend: beginning when the child is released from school until 7:00 p.m. the day before school resumes	Beginning the fourth Friday in the month when school is released until 7:00 p.m. the day before school resumes
October	Fall Break: beginning when the child is released from school until 7:00 p.m. the day before school resumes	Beginning the fourth Friday in the month when the child is released from school until 7:00 p.m. the day before school resumes unless that weekend is Fall Break in which case his parent-time shall begin the third Friday in the month when the child is released from school until 7:00 p.m. the day before school resumes
November	Veteran's Day: beginning when the child is released from school until 7:00 p.m. the day before school resumes. If Veteran's Day is during the school week, Beginning the third Friday in the month when school is released until 7:00 p.m. the day before school resumes	Thanksgiving: beginning when the child is released from school until 7:00 p.m. the day before school resumes
December	Winter Break: beginning when the child is released from school until 7:00 p.m. the day before school resumes	Beginning the third Friday in the month when school is released until 7:00 p.m. the day before school resumes unless that includes any portion of the Winter Break in which case it will begin the second Friday in the month

5. Should Kyle return to Utah, his parent-time shall be pursuant to Utah Code §81-9-302 until further order of the Court.

6. **Summer/Extended Parent-time:** The following shall govern parent-time during the summer:

a. Each party is awarded ½ the summer as determined by the Minor Child's school calendar. The Minor Child shall be returned to Chalene no later than seven (7) days before school begins, except that this week is counted when determining the amount of parent-time to be divided between the Parties for the summer extended time.

b. For purposes of designation of which half of the summer each Party is awarded: In even years Chalene shall have first selection whether he will be exercising the first half or second half of the summer and in odd years Kyle shall have first selection whether she will be exercising the first half or second half of the summer. The Party with the priority must elect, in writing, no later than May 1. A failure to timely elect does not eliminate a Party's summer parent-time, but it does allow the other Party to set the summer parent-time schedule.

7. For emergency purposes, whenever the child travels overnight with either parent, all of the following will be provided to the other parent:

- a. an itinerary of travel dates;
- b. destinations;
- c. places where the child or traveling parent can be reached; and
- d. the name and telephone number of an available third person who would be knowledgeable of the children's location.

8. The parties are awarded joint legal custody of the minor children pursuant to the following parenting plan:

*****BEGIN PARENTING PLAN*****

9. The objectives of this parenting plan are to:
- a. provide for the child's physical care;
 - b. maintain the child's emotional stability;
 - c. provide for the child's changing needs as the child grow and mature in a way that minimizes the need for future modifications to the parenting plan;

- d. set forth the authority and responsibilities of each parent with respect to the child consistent with the definitions outlined in the statute;
- e. minimize the child's exposure to harmful parental conflict;
- f. Encourage the parents, where appropriate, to meet the responsibilities to their minor child through agreements in the parenting plan rather than relying on judicial intervention; and
- g. protect the best interests of the child.

RESIDENTIAL/TIME SHARING SCHEDULE

- 10. Custody of the minor child shall be as defined in the parties' Decree.
- 11. In the event that either of us decides to move out of the state or decides to move to a location in the state that makes our time-sharing arrangement impractical, we agree to revise our arrangement by discussing and reaching a time-sharing agreement prior to the parent's actual move. The issues we agree to address include, but are not limited to, the following:
 - a. Time-sharing;
 - b. Transportation details and costs allocation;
 - c. Procedure for ensuring that decision-making can be shared when required;and
 - d. Procedure for sharing information about our child.
- 12. If we are unable to agree on a new time-sharing arrangement, then Utah Code §81-9-209 shall be put in place as the parent-time schedule and we agree to mediate the issue first before bringing the issue to Court. If the event mediation is unsuccessful, the objecting

party may petition the Court for a review. The notice of relocation shall comply with the relocation statute.

DISPUTE RESOLUTION AND DECISION MAKING PROCESS

13. *Day-to-day decisions.* Whichever parent has physical custody of the child shall make minor, day-to-day decisions regarding her care.

14. *Decision-making procedure.* All major decisions concerning our child, including her health, education, general welfare, extracurricular, and medical (including dental and mental health) will be discussed between the parties in an attempt to reach a joint decision. We agree to use the following decision-making procedure:

- a. Identify the issue;
- b. Brainstorm possible solutions;
- c. Consult with experts in the related area, if possible, and
- d. Choose the most sensible solution that considers the needs and interest of everyone involved.

15. *Tie-breaking procedure.* We agree to discuss major decisions together, focusing on objective criteria and facts, and involving any professionals who we feel may be of assistance. Should an agreement not be reached, we will engage in at least one session of mediation. If there is still no agreement, then Chalene may have the initial final decision-making authority subject to Kyle being able to seek judicial review. If Kyle elects judicial review, Chalene's decision is stayed until the court hearing.

16. To the extent that costs may be incurred for mediation in resolving disputes under this Parenting Plan, the parties shall equally share those costs.

17. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, we understand the court may award attorney's fees and other financial sanctions to the parent who prevails in the resolution of the dispute.

EDUCATION PLAN

18. The minor child shall attend school based upon Chalene's address.

19. Both parents shall have access to the child during school and both parents shall have authority to check the child out of school with advance notice to the other parent.

SHARING OF INFORMATION

20. We agree to use our best efforts to communicate and share information with each other on a frequent basis regarding our child's development, school work, medical and dental treatment, therapy and any other information appropriate to share with the other parent.

21. We agree to notify the other parent within 48 hours of receiving information regarding school programs, church events, extracurricular activities, and sporting events that involve our child should that information not be available to the other parent. The parties shall equally share the costs of any mutually agreed-upon in writing extracurricular activities.

22. We agree to notify the other parent of significant illness the child may have when they are at our individual homes.

23. We agree to discuss any problems either of us is experiencing with disciplining our child.

24. We agree to advise the other parent of any changes in our address, telephone number, or other information pertinent to communication within 24 hours.

ACCESS TO INFORMATION

25. Both parents shall have the right of access to the medical, educational, daycare, religious and other records of the minor child.

MUTUAL RESTRAINTS

26. Neither party shall make any denigrating nor derogatory remarks about the other party or the other party's parenting style directly to the other party, or directly to or in the presence of the child or on social media. Each party is also obligated to remove the child from any environment where third persons may be engaging in similar conduct.

27. Each party agrees that the child will not be around any alcohol use to excess and/or use of illegal drugs.

28. Neither party shall be allowed to commit, try to commit or threaten to commit any form of violence or abuse to the other party, the child or the other party's family members or relatives. This includes, but is not limited to, stalking, harassing, threatening, physically hurting, intimidation, manipulation, emotional and verbal or any other form of abuse.

29. Neither party shall take any actions to intentionally try to alienate the child from the other party.

30. Both parties are restrained from making visitation arrangements through the child or from using the child as a messenger.

31. The parties are expressly restrained from taking any action that would place the minor child “in the middle” of a dispute or issue that should otherwise be resolved by the parents directly between themselves.

32. Both parties are restrained from harassing, annoying, or otherwise bothering the other party or the minor child.

33. The parents will not question the child about each other’s personal relationships, financial spending, or otherwise use the minor child as a tool for discovery.

34. The parents will not use the minor child as confidantes to counsel with about their own personal problems – especially if the problem is related to the other parent.

35. The parents will not ask the minor child to lie for them, keep information from the other parent, or to keep something secret from the other parent.

36. The minor child shall watch and/or be exposed only to age appropriate media or material at each parent’s house, and use only age appropriate gaming or social media.

37. Both parties are mutually restrained from permitting third parties to do what they themselves are prohibited from doing under these paragraphs and have the affirmative duty to use his or her best efforts to prevent third parties from such violation or shall remove the minor child from such circumstances.

ATTORNEY FEES

38. If either party violates any of the terms of this Plan and court action becomes necessary, then the violating party should pay attorney’s fees and costs arising from the violation.

GOOD FAITH

39. This parenting plan has been adopted in good faith.

*****END PARENTING PLAN*****

CHILD SUPPORT

40. The Court should order child support to be paid based upon the foregoing time-sharing arrangement, the parties' actual or imputed incomes, and the Utah Child Support Guidelines.

41. Chalene is presently employed and earns approximately \$8,500 per month. Kyle is presently employed and earns approximately \$12,500 per month. Based upon the foregoing incomes, Kyle shall pay Chalene \$1,049 per month beginning June 1, 2026.

42. Child support payments shall be paid one half by the 5th day of each month, and one-half by the 20th of each month. Child support not paid by the 5th day of the month is past due on the 6th day of the month. Child support not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect support, their payment schedule will be followed.

43. Unless the Court orders otherwise, support for each child ends when:

a. a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or

b. a child dies, marries, becomes a member of the United States armed forces, or is emancipated.

44. Pursuant to Utah Code §81-6-212(5), the parties are notified of their right to modify this child support order after three years from the date of its entry if upon review there is

a difference of 10% or more between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. Under Utah Code §81-6-212(3), the parties have a right to modify this child support order at any time if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the ability of a parent to earn; (v) material changes in the medical needs of the child; and (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive child other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

45. If available, the minor child is entitled to use a portion of Kyle's GI bill.

DAYCARE

46. Pursuant to Utah Code §81-6-209, each party shall be responsible for fifty percent (50%) of any necessary work-related child care. A parent who incurs any work-related or education-related daycare expenses shall provide written verification of the cost and payment of any work-related daycare expenses to the other parent within thirty (30) days of payment. The

other parent shall then make their portion of those payments or make arrangements to do so within 30 days of receipt of the documentation supporting required participation.

INSURANCE/MEDICAL EXPENSES

47. Health care coverage for the medical expenses of their dependent child/ren shall be as follows:

a. A parent shall provide insurance for the medical expenses of a minor child if insurance is available to that parent at a reasonable cost. If insurance is available to both parents, the parent with the better coverage shall provide the coverage. If the parents cannot agree whose coverage is better, Kyle's coverage shall apply. So long as the child is covered by Tri-Care insurance, double coverage shall not be ordered. If a parent desires double-coverage, he/she shall pay the secondary coverage at his/her sole expense. So long as Tri-Care is available to Kyle, he shall provide the insurance unless the parties agree otherwise in writing.

b. If, at any point in time the child is not covered by Tri-Care, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Chalene shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Kyle 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.

c. In determining which parent shall be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

- (1) reasonableness of the cost;
- (2) availability of a group insurance policy;
- (3) coverage of the policy; and
- (4) preference of the custodial parent.

48. The parties shall equally divide the child/ren's cost of the insurance premium(s). This shall be calculated by dividing the premium amount by the number of persons covered to obtain a per-person amount.

49. The parties should equally pay any uninsured medical and dental expenses, including routine office visits, physical examinations and immunizations.

50. A parent who incurs medical or dental expenses for the parties' minor child/ren should provide written verification of the cost and payment of the expenses to the other parent within thirty (30) days of incurring such expense and reimbursement shall occur within thirty (30) days.

51. Pursuant to Utah Code §15-4-6.7:

(1) When a court or an administrative agency enters an order that provides for the payment of medical and dental expenses of a child as described in Section 26B-9-224 or 81-6-202, a provider who receives a copy of the order:

(a) at or before the time the provider renders medical or dental services to the child, and upon request from a parent, shall separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

(b) within 30 days after the day on which the provider renders the medical or dental service to the child, may not:

(i) make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or

(ii) make a negative credit report under Section 70C-7-107, or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order.

(2) (a) When a court enters an order that provides for the payment of school fees of a child in a separate maintenance action under Section 81-4-204 or in a divorce action under Section 81-4-406:

(i) a provider, who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request from a parent, shall separately bill each parent for the share of the school fee that the parent is required to pay under the order;

(ii) a provider, who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill

for the school fee, may not make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order; and

(iii) each parent is liable only for the share of the school fee that the parent is required to pay under the order.

(b) A provider may bill a parent for the parent's share of a child's school fee under an order described in Subsection (2)(a) regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee.

52. Upon entry of the decree of divorce, each party shall be responsible for his/her own insurance, including renter's insurance, health insurance, automobile insurance, etc.

TAXES

53. The parties should alternate claiming the minor child for tax purposes with Chalene having even tax years and Kyle having odd tax years provided he is current with his child support.

ALIMONY

54. Both parties are able to provide for his/her own needs and therefore, no alimony is awarded.

REAL AND PERSONAL PROPERTY

55. Upon information and belief, there is no real property in need of division.

56. During the marriage, the parties have acquired various items of furniture, fixtures, appliances and household goods. Each party is awarded the personal property in his/her possession.

DEBTS

57. Each party should pay any debt(s) in his/her own name. Any debt associated with any items of personal property shall be the sole debt of the party awarded the property.

58. Pursuant to Utah Code §15-4-6.5(3)(b), both parties are authorized to provide notice to each creditor of the parties following the entry of the Decree of Divorce for the allocation of debts between the parties.

RETIREMENT AND INVESTMENT ACCOUNTS

59. During the marriage, the parties acquired an interest in retirement accounts. Chalene shall be awarded \$30,000 of Kyle's TSP account. The order to transfer the money shall be drafted by Rori Hendrix and each party shall pay one-half of the cost.

60. Each party shall be awarded the marital portion of any pension the other party may be entitled to receive. Both parties shall fully cooperate and timely provide any information or document(s) necessary to complete any order(s) to divide the pension.

61. Per the demands of Chalene and her attorney, Mr. Evans, the following provisions are being included:

a. Kyle Taylor is a military member under the Uniformed Services Former Spouse Protection Act (USFSPA), 10 U.S.C. 1408 and entitled to receive or is currently receiving member's military retired pay.

b. Chalene Taylor is entitled to receive a portion of Kyle's military retired pay.

c. The parties were married for 10 years or more while Respondent performed 10 years or more of military service creditable for retirement purposes.

d. Chalene is Kyle's former spouse for purposes of division of the member's military retired pay under USFSPA.

e. This Court has jurisdiction over both the parties in accordance with the laws of the State of Utah and 10 U.S.C. 1408(c)(4), in that Kyle is domiciled in Utah and is a lawful resident of the State of Utah and has consented to this Court's jurisdiction. Kyle's rights under the Servicemembers' Civil Relief Act (SCRA) 50 U.S.C. 501 et Seq. have been satisfied.

f. Chalene shall receive her marital share of Kyle's disposable military retired pay to which she is eligible, pursuant to 10 U.S.C. 1408(a)(4)(B).

g. That amount is a FORMULA AWARD: The former spouse is awarded a percentage of the member's disposable military retired pay, to be computed by multiplying 50% times a fraction, the numerator of which is **133 months** of marriage during the member's creditable military service, divided by the member's total number of months of creditable military service.

h. The amount of Kyle's high-3 based pay, at the date of divorce, may be addressed by subsequent order. Kyle will make all efforts to provide verification of this amount.

i. If the governing agency requires any additional language or information, the court should allow that to be provided by supplemental motion and order.

j. Kyle shall notify Chalene by the most expeditious means available of receipt of orders and reporting date for Kyle's recall to active duty in the Armed forces of the United States if such a recall occurs.

k. The monthly payments shall be made to Chalene regardless of her marital status and shall not end at her remarriage.

l. Chalene shall make timely application for direct payment of her share of military retired pay, in accordance with 10 U.S.C. 1408 and Title 32, Code of Federal Regulations, Part 63.

m. In any month the finance center does not pay Chalene's share directly to her, or if the monthly payment to Chalene does not equal the full award which she is entitled to for the month in question under the terms of the order awarding the retired pay, or if Kyle has taken action to reduce, eliminate, or decrease Chalene's share in breach of the order awarding Chalene an award of Kyle's retired pay, then Kyle shall pay to Chalene the difference between the amount of the direct payment from the finance center, if any, and the amount that Chalene is entitled, which shall be due by the 7th of each month.

n. Immediately upon the entry of the Decree of Divorce in this matter, or as soon after as is practicable, Chalene shall provide the Decree of Divorce to the Defense Finance and Accounting Service (DFAS), P.O. Box 998002, Cleveland, OH 44199-8002 along with Defense Department Form 2293.

o. Upon retirement, Kyle will immediately notify Chalene.

BANK ACCOUNTS

62. Each party is awarded his/her own bank account(s).

MISCELLANEOUS

63. Each party is responsible for his/her own attorney's fees.

64. Chalene is restored her maiden name should she so desire.

65. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree.

66. In the event either party fails to perform his or her obligations under the Decree of Divorce, that person is required to pay all costs and attorney fees of the other party incurred in enforcing the terms.

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

In accordance with URCP Rule 10(e), this Order does not bear a handwritten signature, but instead displays an electronic signature on the first page of this Order along with the court's seal and the date the order was executed.

APPROVED AS TO FORM:

/s/ Christopher Evans (With permission)

Signed by David C. Blum with
permission from the above-named