



MURPHY & MURPHY, LLC
Daniel F. Murphy (#17282)
13 North Main
P.O. Box 15
Kaysville, UT 84037
Telephone: (801) 547-9274
daniel@mdmurphylaw.com
Attorney for Petitioner

**IN THE SECOND JUDICIAL DISTRICT COURT
FARMINGTON DEPARTMENT
DAVIS COUNTY, STATE OF UTAH**

In the matter of the marriage of:

TYLER YOUNG,

Petitioner.

and

BREEA TROXELL [YOUNG],

Respondent.

DECREE OF DIVORCE

Case No. 264700543

Judge: Blaine Rawson

Commissioner: Julie Winkler

This matter comes regularly scheduled before this Court pursuant to the parties' Stipulation and Settlement Agreement filed with the Court. The Court, having reviewed the parties' Stipulation and being fully advised in the premises, and having previously entered its Findings of Fact and Conclusions of Law, now makes and enters the following Decree.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Residency: Petitioner is a bona fide resident of Davis County, State of Utah for three months immediately prior to the filing of this action.
2. Marriage Statistics: The parties were married on August 6, 2010 in Perry, Utah and are presently married. The parties separated on or about March 17, 2012.

3. Grounds: The parties have experienced irreconcilable marital differences rendering it no longer possible to continue in the marital relationship.

4. Children. The parties share one minor child to-wit: L.Y. DOB: 12/10/2011 No other children are expected.

5. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code §78B-13-201(1)(a) in that:

a. Utah is the home state of the minor child(ren) at the commencement of this proceeding;

b. The child(ren) and the child(ren)'s parents have a significant connection with the State of Utah other than mere physical presence;

PARENTING PLAN

6. Physical Custody. The following custody and parenting plan is in the best interest of the child. The parties shall be awarded joint physical custody of the minor child with Petitioner's parenting time as set forth in U.C.A. §81-9-303. The parties shall work together to implement an appropriate break-in period for Petitioner to work towards him exercising parent time up to U.C.A. §81-9-303. If the parties cannot agree on an appropriate break-in period, then Respondent will have preference on the issue so long as it is reasonable.

7. Legal Custody. The parties shall share the legal custody of the minor child. In the event the parties cannot agree on a major decision relating to the child, Respondent shall have the presumptive decision-making authority.

8. Communication. The parties will discuss all parenting concerns by e-mail, text, or an agreed upon parenting app at any time needed and will not use their children or other third parties to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

9. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of virtual parent-time. Virtual contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

10. Travel. When the children travels with either parent for more than 200 miles away from the other parent's residence, all of the following will be provided to the other parent at least 24 hours prior to departure:

- i. An itinerary of travel dates;
- ii. Destination;
- iii. Places where the children or traveling parent can be reached; and, the name and telephone number of an available third person who would be knowledgeable of the child's location.
- iv. Both parties should have unfettered access to the child's passports and be able to travel on their respective parent time or other mutually agreed upon times. If permission is required to travel to a particular country, consent shall not be unreasonably withheld.

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

12. 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 child or in the life of either parent which may inadvertently conflict with the visitation schedule.

13. Mutual Restraining.

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

b. Both parties are restrained from discussing adult issues in front of the child 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 child, or from questioning, interrogating, or otherwise "questioning" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.

- c. 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 child or at any child's activity.
- d. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking, or threatening the other party.
- e. Neither parent may discuss the case, division of assets or funds, or child support in front of the children except to explain to the children that the parents are working cooperatively to split households and reassuring the child that both parents love them deeply and that they will be cared for throughout the process.
- f. All exchanges shall take place at a mutually agreed upon location with the parent transporting the child remaining within arms distance of their vehicle.
- g. Both parties are restrained from using the likeness, image, or credit of the other party for any purpose.
- h. Neither party nor any third party may swear at or belittle the child. Any punishment shall be reasonably done in a manner that teaches the child, but never demeans or harms the child.
- i. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations or should remove the minor child from such circumstances.

14. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-202 *et seq.* Petitioner earns \$3,152 per month and Respondent earns \$3,813 per month. Child support will be based on the child support calculator with Petitioner receiving 145 overnights and Respondent receiving 220 overnights per year. Based upon these figures, Petitioner shall pay Respondent \$ 232.00 per month. Child support for the minor child terminates at the time and shall automatically adjust as indicated herein: (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.

15. Petitioner be subject to the immediate and automatic withholding for the payment of child support pursuant to U.C.A. §62A-11-403.

16. 2Medical/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 child in accordance with U.C.A. §81-6-208. The parent who is currently covering the children shall continue to do so as long as such coverage is reasonably available and better than that available of the other party.

a. 3Each 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 children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the

result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. 4Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

c. 5The 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 child as indicated.

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

e. Verification of health insurance coverage shall be provided within 7 days of request and shall include at a minimum copies of both sides of the insurance cards as well as proof of the premium amount. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within seven (7) calendar days of the date he or she knows of the change.

FINANCIAL AND ASSET DIVISION

17. Real Property. The parties have acquired no interest in any real property

18. Personal Property. During the marriage the parties acquired various items of personal property. Said items of personal property shall be awarded and divided as follows, subject to any debt thereon:

a. Petitioner:

- i. Personal belongings and effects;
- ii. Items acquired previous to marriage;
- iii. Items currently in his possession

b. Respondent:

- i. Personal belongings and effects;
- ii. Items acquired previous to marriage; and
- iii. Items currently in her possession
- iv. Minor children's personal belonging and effects

c. All other personal property should be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation within 120 days of the entry of the decree of Divorce. If they still cannot agree, either may bring a motion within 180 days of the Decree of Divorce to have the court make a determination without disturbing the remaining provisions of this document. After the 180 days, unless a motion is pending with the court, the personal property shall be awarded as held at that time.

19. Debts. During the course of the marriage the parties acquired various debts and obligations. Each party shall be responsible for their own debts and obligations incurred after the parties' March 17, 2012 separation.

20. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards or other debts.
21. Checking And Saving Accounts. Each party shall be awarded their own financial accounts, free and clear of any claim by the other party.
22. Retirements: Each party shall be awarded their own retirement accounts/pensions, free and clear of any claim by the other party
23. Taxes. Respondent shall be allowed to claim the parties' minor child as exemption/ dependent every year.
24. Alimony: Neither party shall be awarded alimony now or forever in the future.
25. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.
26. Divorce Education: Both parties are required to attend a divorce orientation course and a divorce education course pursuant to Utah Code Section 30-3-4.5, Section 30-3-11.3 or Section 30-3-11.4 and Code of Judicial Administration Rule 4-907. These courses may be combined and attended at the same time. For more information about these courses contact the judicial services representative for this court. The parties must attend the courses within 60 days after filing the Petition for Divorce or within 30 days of being served with this notice.
27. Name Change: Respondent shall be restored to her maiden name if she so desires.
28. Attorney's Fees and Costs: Respondent shall be ordered to pay for Petitioner's attorney fees and costs if this matter is contested.

29. Finalization of the Case. The parties will work together cooperatively via email through their attorneys to finalize the divorce case. They will follow the timelines in Utah R. Civ. P. 7(j) in presenting proposed drafts and approving them via email.

THIS DOCUMENT CONSTITUTES A BINDING ORDER OF THE COURT WHEN IT BEARS THE JUDGE'S SEAL AT THE TOP OF THE FRONT PAGE

Rule 7(f) Notice

Pursuant to Rule 7(f) of the Utah Rules of Civil Procedure a true and correct copy of the above Decree was served by being emailed to Breea Troxell on the 24th of April 2025 to the following parties. Notice of objections to this order must be submitted to the Court and party within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Decree shall be presented to the Court for entry and signature.

CERTIFICATE OF DELIVERY

I hereby certify that a true and correct copy of the foregoing Decree was delivered via electronic filing and email this 21st day of May 2026 to:

Breea Troxell [Young]
Respondent
110 Jefferson Ave. #6
Ogden, UT
breea.breea89@gmail.com

/s/ Katherine Murphy
Assistant