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

In the Matter of the Marriage of: BRIANNA THORSTED, Petitioner, And CHAZ TAYLOR, Respondent.	DECREE OF DIVORCE Civil Case No.: 254700774 Judge: David Williams Commissioner: Julie Winkler
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This Matter comes before the Court on Petitioner's Brianna Thorsted ("Brianna" or "Petitioner") Petition for Divorce ("Petition") filed with the court on May 27, 2025. Respondent Chaz Taylor ("Chaz" or "Respondent") was served with the Summons and Petition on June 4, 2025, and filed his Answer and Counter Petition on June 18, 2025. However, Respondent failed to participate in the proceedings by failing to comply with case management orders and appear at several hearings in this matter. Most recently Respondent failed to appear at a pretrial conference on May 19, 2026 in which he was specifically notified and warned that failure to appear

at the hearing could result in the dismissal of his pleadings and his entry of default, at which the Court awarded Petitioner a default certificate against Respondent. Petitioner was represented by Ron W. Haycock, Jr., of Strong and Hanni Law. The Court, having reviewed and accepted Petitioner's Motion for Default file by the Petitioner and entered the default certificate, and entered its Findings of Facts and Conclusions of Law, now ORDERS, ADJUDGES, and DECREES as follows:

GROUND AND JURISDICTION

1. **Jurisdiction:** Petitioner and Respondent are residents of Davis County, State of Utah, and have so resided for more than three (3) months immediately preceding this action.

2. The parties were married on June 19, 2023, in Las Vegas, Nevada. The parties separated on May 5, 2025.

3. **Grounds.** Disagreements have ensued between the parties concerning their marriage and their future together, resulting in irreconcilable differences of the marriage such that it cannot continue, and the parties shall be granted a *Decree of Divorce* immediately under Utah Code Ann. §81-4-405(h), to be made final upon entry.

4. Neither party is receiving public assistance.

5. Neither party is a member of the United States Military.

CUSTODY AND SUPPORT OF CHILD

6. **Children:** There is one minor child at issue of this marriage, namely: L.C.T., born August 2020 (4 years old). Petitioner is not currently pregnant, and no additional children are expected of the marriage.

7. **Child's Home State/Jurisdiction:** Utah is the home state of the child as determined by Utah Code Ann. §78B-13-201. L.C.T. has resided in Clinton, Davis County, State of Utah for at least the previous six (6) months prior to the filing of the *Petition for Divorce*.

8. Pursuant to Rule 100(a) of the Utah Rules of Civil Procedure, other than this divorce case, no other custody proceedings dealing with the parties' minor child is known by Petitioner, including any proceedings for custody, child support, parent-time, a protective order, or a delinquency case pending in regard to the child referenced above, filed or pending in a court of Utah or any other state.

9. Petitioner does not know of any person not a party to this proceeding who has physical custody of the child or who claims to have custody or parent-time rights with respect to the child.

10. **Sole Legal Custody:** Brianna shall be awarded sole legal custody of the minor child.

11. **Final Decision Making:** Because Brianna shall be awarded sole legal custody of the child she shall be able to make all major decisions in the best interests of the child. Both parents shall have full access to medical, educational, and religious records.

12. **Physical Custody/Parent Time:** Brianna shall be awarded sole physical custody of the minor child with Chaz having minimum parent-time, and if they cannot agree it shall be supervised in accordance with Utah Code Ann. § 81-9-207 and parent time under Utah Code Ann. §81-9-302. If Chaz elects to forego exercising any parent time he shall provide Brianna with at least 24 hours notice.

- a. When Brianna was pregnant with L.C.T., Chaz had wanted her to get an abortion. Chaz has expressed he does not have an interest in being a father.
- b. Chaz has shown little to no interest in being a father and failed to create a parent/child bond with the child.
- c. Chaz has threatened suicide during the parties' marriage and is currently not seeking treatment nor on medications which pose a danger to himself and others.
- d. Chaz's current residence has major mold issues which is a health risk to the minor child.
- e. Due to these concerns regarding the health and well-being of the minor child, Chaz shall have minimum parent time with the child until he has met the criteria outlined below.

13. **Conditions for Respondent's Parent Time:** Chaz shall be ordered to have supervised parent time until:

- a. He resolves the major mold issues in his current place of residence or moves residences that is healthy and safe for the minor child.
- b. He completes a mental health evaluation and any recommended treatment.
- c. If such evaluation requires treatment, he obtains and participates regularly in treatment, establishing with the Court that he is consistently receiving treatment as recommended by medical and mental health professionals.
- d. He is complying with any recommended treatment and take any recommended medications as prescribed.

14. **Holiday and Extended Parent Time:** The parties' holiday and extended parent time schedule shall be as the parties mutually agree. In the event the parties do not agree, the holiday schedule will be governed by the statutory holiday rotation contained in Utah Code §81-9-302(12) with Petitioner being designated the "custodial parent" and Respondent designated "non-custodial parent" for sole purpose of holiday determination. All of Chaz's parent time for holidays shall be supervised, until Chaz follows the requirements listed in Paragraph 13(a)-(d).

Parenting Plan

15. The parties shall be ordered to follow this parenting plan for consistent and unified parenting of the child which is being submitted in good faith by Petitioner.

- a. The parties shall jointly confer on all significant decisions regarding the minor child, including but not limited to, the minor child's religious activities, education, sports activities, extracurricular activities, and all like decisions.
- b. The communication between the parties shall be limited to issues regarding their minor child and be civil at all times, meaning no name calling, berating, harassment, or the like.
- c. Each parent shall make decisions regarding the day-to-day care and control of the child during their parent-time. Regardless of the allocation of decision making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the child. In the event of an emergency, the parent with the child shall notify the other parent as soon as possible under the circumstances.
- d. Both parties shall be allowed reasonable telephone and virtual parent-time with the child.
- e. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

- f. Both parties shall have direct access to all school reports and medical records, shall notify the other parent immediately in the event of a medical emergency.
- g. Unless otherwise agree upon in writing, school attendance shall not be disrupted for parent time. Each party may check the child out of school for medical appointments, provided that both parties are informed and listed on forms.
- h. Each party will provide notice of any change in address, email address, or telephone number within twenty-four hours of the change.
- i. Any parental duty not specifically addressed herein as part of the parties' Parenting Plan or this Decree of Divorce, shall be discussed and mutually decided by both parties. If either party fails to comply with a provision of this Parenting Plan, having been entered, other obligations concomitant to the parties Decree of Divorce or Parenting Plan shall not be affected.
- j. The foregoing shall satisfy the requirements of a Parenting Plan under Utah law.

16. **Travel:** In the event the parties spend the night away from their home with the child the parent exercising time with the child shall provide to the other parent the following prior to leaving for vacation:

- a. An itinerary of travel dates;
- b. Destinations;
- c. Places where the child or traveling party can be reached;

and

d. The name and telephone number of an available third person who is knowledgeable of the child's location.

17. **Communication:** The parties shall be ordered to communicate through any appropriate means, including phone call, email, and text message. Both parties have a duty as part of having joint legal custody to respond timely to reasonable requests and communications of the other party regarding the child. When the parties do communicate with one another via phone call, text message, or email, they shall be permanently restrained from doing or saying anything derogatory to the other parent. This includes swearing, name calling, threatening, harassment of any kind, or stalking as defined by the Utah Criminal Code.

18. **Transportation of Child by Unlicensed/Uninsured Drivers:** Neither party shall allow the child to be transported by an unlicensed, uninsured driver or without a car seat/seat belt.

19. **Mutual Restraining Orders:** The parties shall adhere to the following the mutual restraining orders as part of their parenting plan:

- a. The parties shall be permanently restrained from saying and doing anything derogatory against the other party in the

presence of the parties' minor child or doing anything to diminish the love and respect of the child for the parents.

- b. Neither party will demean, belittle, or disparage the other parent in front of the minor child. This means that no parent will ask their child to tell the other parent anything that is untrue.
- c. No parent has the right to use the child as a confidant regarding the divorce proceedings or the post-divorce proceedings.
- d. Neither party is to do anything that will make the child feel guilty about loving or otherwise showing affection toward both parents.
- e. The child will not be asked to choose sides between parents and the child will not be told details of the domestic matter, or the litigation pending here.
- f. Neither party will tell the child derogatory things about the other parent's personality or character and they will not be cross-examined by one parent or the other about events or activities in the other parent's home.
- g. Both parties shall be bound by a mutual restraining order and require that the parties maintain civilly and prohibit both parties from harassing, threatening to harass, or allowing

third parties to harass one another. That neither party will demean, belittle, or disparage the other party or permit any third-party to do that which they are prohibited from doing themselves.

20. **Right of First Refusal:** In the event the parent exercising parent time is unable to personally be available with the child for a period of overnight or longer, that parent shall offer to the other parent the opportunity to watch the child during that period. If a parent elects to exercise their right of first refusal, that parent must provide all the transportation and have the child available to the other parent at the time designated by the parent exercising parent time.

21. **Child Support:** For purposes of child support, Chaz's gross income shall be imputed at minimum wage of \$1,257/month, as his earning potential though he is currently unemployed. Brianna's gross income is \$3,996/month.

22. In accordance with the Utah Uniform Civil Liability Support Act §81-6-302, U.C.A *et. seq.* (as amended), Child Support will be calculated for Chaz at \$1,257/month and Brianna at \$3,996/month. Child support shall be determined on a sole custody calculator. Chaz shall pay \$75/month as a monthly child support obligation.

23. The obligor shall pay child support by paying one half on the 5th day of each month and one half on the 20th day of each month.

24. **Automatic Reduction:** Child support shall be automatically reduced as outlined in Utah Code Ann. §81-6-213 when the child turns 18 and graduates from high school with their regular matriculating class, joins the military, death, or otherwise is emancipated.

25. **Health Insurance, Health Coverage, & Dental Coverage:** The parties shall be ordered to maintain health and hospital care insurance for the child pursuant to Utah Code §81-6-208.

- a. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance.
- b. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the dependent child and actually paid by a party.
- c. The parent who incurs medical expenses shall provide written verification of cost and payment of medical expenses to the other parent within 30 days of payment. The parties shall reimburse one another within thirty (30) days of receiving written proof of payment.
- d. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other

parent's share of the expenses if that parent fails to comply with the Subparagraph "c" above.

- e. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of the best plan (best coverage) shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the other party shall be secondary coverage for the dependent child.
- f. If a parent remarries and any of his or her dependent child is 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.
- g. All verification of insurance enrollment and payment of medical insurance premiums shall be made to the other party upon initial enrollment of the child thereafter on or before January 2nd of each calendar year. Furthermore, each party shall notify the other party of any change in insurance

carrier, premium, or benefits within thirty (30) calendar day of the date the party know or shall have known of change.

26. **Childcare Expenses:** Pursuant to Utah Code Section §81-6-209, the parties shall share equally the reasonable work-related childcare expenses incurred by one another so long as such expenses are actually incurred. Shall the parties make any payments for reasonable work-related childcare expenses, the party incurring said charges will send the co-parent a written invoice evidencing payment within thirty (30) days of making the payment. The parties shall be required to reimburse one another within thirty (30) days of receiving written proof of payment.

27. **Extracurricular Activities:** The parties shall share the cost of any mutually agreed upon, in writing, extra-curricular activities equally, so long as the activity is agreed to by the parties in writing and in advance of a child's enrollment in the activity. If one party does not consent the child may still be enrolled but at the sole cost of the parent enrolling the child. The child shall not be enrolled in any extra-curricular activity where participation in said activity would occur during the other parent's parent-time unless agreed to in writing by both parents. Reimbursement shall occur within thirty (30) days of receiving written proof of payment.

28. **Relocation:** The relocation provisions of Utah Code §81-9-209 shall apply. If either party decides to move from the State of Utah or 150 miles or more one way from the residence of the other party, that parent

shall provide reasonable advance written notice of the intended relocation of the other parent.

29. **Tax Exemptions:** For the tax year beginning in 2025, and every year thereafter, Brianna shall claim child for tax purposes due to the extremely low amount of child support and Chaz's voluntary unemployment or underemployment.

30. The parties shall be ordered to cooperate in completing and signing Part I of IRS Form 8332 and any other forms required by the IRS in order to release the appropriate tax exemption(s) to Brianna each year. Part I of IRS Form 8332 will be completed and signed by Chaz on or before February 15th of each year.

31. **Notification and Communication of Matters Relating to the Child:** It is reasonable that each party shall keep the other informed as to events and developments taking place in the minor child's lives. This includes keeping the other well informed with regard to activities, struggles, and other issues the child may be facing. Both parents shall take initiative to obtain information about their child and not rely on the other parent for providing information that is equally available to both parents.

32. **Emergency Contact:** It is reasonable, and shall therefore be ordered by the court, that in the event of any emergency relating to the parties' child, that the parent in whose custody the child are in at the time

of the emergency makes contact with the other parent as soon as possible under the circumstances.

33. The included *Parenting Plan* is filed by Brianna in good faith and believes the plan to be in the best interest of the parties' minor child.

MARITAL ESTATE

34. During the course of the parties' marriage, the parties have acquired certain items of real and personal property. The parties' property shall be distributed as follows:

35. **Personal Property:** Any personal property that was acquired during the marriage shall be divided as it is already divided. Any personal property shall be awarded to the party with current possession of the property.

36. **Real Property:** The parties have acquired no real property during their marriage.

37. **Premarital Property:** The parties' premarital property shall be awarded to the party who brought the property into the marriage. The parties shall be awarded their own personal effects and anything they received as gift or inheritance.

38. **Financial Accounts:** The parties do not have any joint financial accounts. The parties shall be awarded any and all financial accounts in their own names free and clear of any interest by the parties.

39. **Retirement:** Brianna has a retirement account that shall be awarded entirely to Brianna, free and clear of any interest from Chaz.

40. **Debts:** The parties have acquired various debts during the marriage and the outstanding balances, as of May 5, 2025, shall be equally divided as follows:

a. Chase Credit Card ending in #0817:

i. Amount owed totals \$462.46. Each party shall pay one-half, equaling \$231.23.

b. Ulta Mastercard ending in #6417:

i. Amount owed totals \$1,562.07; Each party shall pay one-half, equaling \$781.03.

c. Capital One Credit Card ending in #9499:

i. Amount owed totals \$2,846.58; Each party shall pay one-half, equaling \$1,423.29.

d. Golden west Credit Card ending in #0090:

i. Amount owed totals \$935.57; Each party shall pay one-half, equaling \$467.78.

41. **Notification to Creditors:** The parties shall provide notice to their respective creditors, regarding the Court's division of debts, obligations, or liabilities and regarding the parties' current addresses. The party not obligated to pay a joint obligation shall:

- a. Send a copy of this *Decree of Divorce* to each joint creditor he/she is not required to pay as soon as possible.
- b. Notify that joint creditor of the current separate address of each party.
- c. Inform that joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract. Also, inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made without demand for payment on the party who was not required to pay the debt.
- d. With regard to a creditor for medical expenses provided to one or more of the parties' minor child, the parties shall notify the creditor that a claim for unpaid medical expenses is required to be paid by that parent.

MISCELLANEOUS

42. **Life Insurance:** Brianna has a life insurance policy. The policy shall be awarded solely to Brianna. If the beneficiary is listed as Chaz with the insurance company, the policy shall be awarded to Brianna's estate instead.

43. **Attorney's Fees:** Each of the parties shall assume and pay their own attorney's costs and fees associated with this matter relating to this

Decree of Divorce so long as this matter remains uncontested. If Chaz contests this matter in bad faith, he shall be required to pay Brianna's attorney fees and costs.

44. **Name Change:** Brianna shall be able to change her surname to McCafferty, if and when she so desires.

45. **Failure of Performance:** If either party fails in the performance of any of his or her obligations under this Decree, the aggrieved party shall have the right to sue for damages for the breach thereof, or to seek such other legal remedies that may be available to him or her, including attorney's fees being awarded for the breach.

46. **Delivery of Documents:** Each party shall be ordered to execute and deliver to the other party without cost any documents necessary to implement the provisions of this *Decree of Divorce* entered by the Court no later than 30 days after requested.

****Entered by the Court as indicated by the Seal at the top of the first page.****

CERTIFICATE OF SERVICE

A default certificate has been entered against Respondent and the foregoing Decree of Divorce is being entered against Respondent as a default judgment, therefore service of the order to Respondent prior to its entry by the court is not required under Rule 4 of the Utah Rules of Civil

Procedure.

Thorsted

/s/ Ron W. Haycock, Jr.
Ron W. Haycock, Jr.
Attorneys for Petitioner Brianna