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IN THE SECOND JUDICIAL DISTRICT COURT OF UTAH
DAVIS COUNTY

In the matter of the marriage of:

EMMY LU STOKES,

Petitioner,

and

ADAM STOKES,

Respondent.

DECREE OF DIVORCE

Case No. 243700472

Judge Michael Edwards

Commissioner Julie Winkler

The above-captioned matter came before the Court on July 2, 2026, the Honorable Michael Edwards presiding, for a trial on the portions of the parties' competing petitions for divorce that were still pending and unresolved. Previously, the parties reached a stipulation on many issues, most of which are memorialized in the stipulation filed with the Court on August 27, 2025.

Petitioner, Emmy Lu Stokes, was present at trial with her attorney Steve S. Christensen. Respondent, Adam Stokes, was present with his attorney, Jake Cragun. To avoid confusion from the parties sharing a surname, this Decree refers to Petitioner as Emmy and Respondent as Adam.

The Court, having found good cause and having entered findings of fact and conclusions of law, now hereby ORDERS, ADJUDGES, and DECREES as follows.

Parties and Marriage

1. Petitioner is Emmy Lu Stokes.
2. Respondent is Adam Stokes.
3. The parties were married on or about 05/09/2008.
4. The parties are the parents of the following minor child: W.S., D/O/B 3/17/2020.

Jurisdiction

5. This Court has jurisdiction to make child custody and support decisions that affect the parties' children.
6. This Court has personal jurisdiction over both parties.
7. Venue is proper in this Court.

Divorce

8. The parties are hereby granted a divorce on grounds of irreconcilable differences, which is final upon entry of this Decree.

Child Custody & Parent Time

9. The parties will share joint legal custody of their child.
10. Emmy is hereby awarded primary physical custody.
11. Parent time for Adam will be as the parties agree. If they cannot agree, then it will be pursuant to Utah Code Ann. Sec. 81-9-302, with Adam designated as the non-custodial parent for purposes of interpreting the schedule. Adam, in addition to his four

weeks of summertime, will receive an additional week of uninterrupted time so he has five weeks total.

12. Adam's mid-week will alternate between Monday on week 1 and Thursday on Week 2.

13. Adam's Sunday night will be an overnight. If he is late more than 5 times in a school year to school, late being more than an hour, this would be grounds to lose the Sunday overnight.

14. The parties will equally share in transportation with the parties whose time is beginning picking up the minor child. If at all possible, the parties will do the exchanges at school. The exchanging of the child at school equates to equally sharing in transportation.

15. If either parent relocates, the requirements of Utah Code Ann. § 81-9-209 (2024) will be observed by the relocating parent.

16. The Court adopts and incorporates into this Decree the parenting plan set forth below.

Parenting Plan

17. The objectives of this parenting plan are as follows:

- i. Provide for the child's physical care.
- ii. Maintain the child's emotional stability.
- iii. Provide for the child's changing needs as the child grows and matures in a way that minimizes the need for future modifications of the parenting plan.
- iv. Set forth the authority and responsibilities of each parent with respect to the child consistent with the definitions outlined in this chapter.
- v. Minimize the child's exposure to harmful parental conflict.

vi. 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

vii. Protect the best interests of the child.

18. Custody and parent time will be according to the mutual agreement of the parties.

19. If there is no mutual agreement, custody and parent time will be according to the default schedule set out by the Court in this Decree.

20. Emmy and Adam will discuss with each other and if possible, attempt to mutually agree upon the significant decisions regarding the child, including, but not limited to, education, health care, and religious upbringing.

21. Each parent may make day-to-day and emergency decisions regarding the health or safety of the child when in that parent's care.

22. Any parental duties or rights not specifically addressed in this plan shall be discussed by Emmy and Adam in mediation and they shall make efforts to agree on said issues.

23. In making major decisions regarding the child, the parties shall, in good faith, consult with each other and be respectful towards each other's points of view. Where possible, the parties are to attempt to reach consensus regarding major decisions concerning the upbringing of the child. In the event the parties have a disagreement over a major decision, they are to discuss the issue. If the parties still cannot agree, Emmy will make the final decision. If Adam is not satisfied with the decision, he shall have the right to seek court review based upon a "best interests of the child" standard.

24. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the child or in the life of either parent which may inadvertently conflict with the custody and parent time schedule.

25. Parental care shall be presumed to be preferable to surrogate care. Both parties shall have the “right of first refusal” to provide work-related care for the child for periods of time greater than four hours when either parent is working.

26. Each parent shall notify the other parent within 72 hours of receiving notice of all significant school, social, sports and community functions in which the child is participating or being honored, and both parents shall be entitled to attend and participate fully.

27. Both parents shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

28. The parties shall each provide their current addresses within 24 hours of a change.

29. Each parent shall permit and encourage reasonable telephone contact during reasonable hours and uncensored mail privileges with the minor child.

30. Each parent shall affirmatively support each other as a parent and hold the other in high esteem as a parent in their respective conversations with the child throughout their lives. and to give compliments to each other, to give the child permission to love each of them, and to share appreciation of the other for the favors given.

31. The parents shall remain civil in all their dealings with respect to the child.
32. The parents shall refrain from making any negative, derogatory or inflammatory remarks about the other parent directly to or in the presence of the child, which shall include not yelling and not accusing the other parent of any wrongdoing while the child is present.
33. Both parents shall refrain from criticizing the other parent in the presence of the child or engage in “bad mouthing” loved ones of the child.
34. Both parents shall refer to each other as “mom” and “dad” to the child and will further acknowledge to the child the existence of their extended families (i.e. grandparents, aunts, uncles, cousins).
35. The parents shall be respectful toward one another at all times.
36. The parents shall not use the child as a messenger to take information back and forth between parents.
37. Rather, the parents shall either setup e-mail accounts or communicate in writing or by telephone to discuss any issues involving the child.
38. Both parents shall be respectful when exchanging the child at their parent-time.
39. In addition, neither shall discuss legal or financial issues in the presence of the child that are not age appropriate.
40. Both parents shall support each other as parents and make their best efforts to establish consistent rules, curfews and discipline philosophies that will foster a feeling of continuity and a sense of security for the child.

41. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.

42. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available, provided that if the parties cannot agree on whether the equipment is reasonably available the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

- i. the best interests of the child;
- ii. each parent's ability to handle an additional expenses for virtual parent-time; and
- iii. any other factors the court considers material.

43. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the other parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

44. Each parent shall be entitled to an equal division of major religious holidays celebrated by the parents, and the parent who celebrates a religious holiday that the other parent does not celebrate shall have the right to be together with the child on the religious holiday.

45. Both parents will work together to enforce consistent disciplinary rules, i.e., for doing chores in a timely manner and for completing homework on time.

Child Support

46. The Court hereby orders Adam to pay Emmy \$712 per month for child support, effective July 2026.

47. Emmy is hereby awarded a \$3,549 sum-certain judgment in child support arrears for amounts owed before July 2026. This figure accounts for funds already paid from the total arrears amount.

48. If necessary, child support shall be collected by the Office of Recovery Services pursuant to §81-6-202. Adam's income is subject to immediate income withholding.

49. Child support may be modified as provided in Utah Code Ann. Sec. 81-6-212.

Childcare and Medical Expenses of the Children

50. Health Insurance and Childcare Costs. Emmy is to carry the child on her Medicaid policy for insurance. If that is unavailable, the Parties will maintain a policy of health and accident insurance on the Minor Children when available at a reasonable cost through employment. Moreover, the Parties will equally pay any sums not covered by insurance, including, but not limited to: the health insurance premiums for the Minor Children as calculated in Utah Code section 81-6-208, physician care, inpatient and outpatient care and related expenses, mental health care, physical examinations, immunizations, prescription medications, medically necessary medical supplies, eye examinations, corrective lenses, and dental and orthodontic care.

i. As required by Utah Code section 81-6-208, each Party will provide the other written notice and proof of medical, dental and orthodontic expenses incurred, and payments made thereon, by insurance or otherwise, within thirty (30) days of the date the expense is incurred. Each Party will provide the

other copies of statements or written notice received of payments made to a provider by insurance. The obligated Party will pay his or her portion, as specified above, of incurred medical, dental or orthodontic service within thirty (30) days of receiving written verification from said Party.

ii. Further, as set forth by Utah Code section 81-6-208, a Parent who provides insurance coverage will receive credit against the base child support award or recover the other Parent's share of the Children's portion of the premium. The Children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the Children will be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of the Parties children covered under the policy.

iii. Health Insurance for the Parties. Effective upon entry of this Decree, each Party is responsible for their own personal health insurance coverage.

51. Consistent with statute, the parties will equally share any work-related childcare costs and provide reimbursement as provided by statute.

52. In the event of double insurance coverage for the child, Emmy's insurance will be primary.

Alimony

53. Emmy is awarded, and Adam is ordered to pay Emmy, \$600 per month in alimony, commencing in July 2028 and ending as of July 2038, for a total of 10 years. This provision intentionally contemplates an alimony award beginning two years in the future.

54. Alimony automatically terminates upon death, remarriage, or cohabitation of the recipient.

Personal Property

55. All personal property has been divided and will remain in the possession of the party where it currently resides.

56. Emmy is awarded the 2006 Cadillac SRX that is fully paid off.

57. Adam is awarded the Dodge Truck subject to a loan. Adam is solely responsible for the loan.

58. Adam is awarded the Utility Trailer, subject to the outstanding loan, which he is solely responsible for servicing. The 5th wheel trailer will be awarded to Adam.

Real Property

59. The parties owned a home located at 570 North 3500 West, West Point, Utah, 84015 which is the marital home. It has now been sold and the remaining proceeds placed in escrow.

60. From the proceeds in escrow, the escrow company will pay off or has paid off the following debts:

a. AFCU Visa	\$10,782
b. AFCU LC	\$5,000
c. Service Finance Co, LLC	\$14,700
d. Trailer Loan	\$42,000

61. The escrow company will pay or has paid to Emmy \$25,000 and then pay (or has paid) to Adam the remaining balance.

Financial & Retirement Accounts

62. The parties have divided their separate bank accounts.

63. Neither party has any retirement accounts.

Debts

64. The parties are each responsible for their debts as outlined below and agree to indemnify and hold the other party harmless from any debts that have taken. Such hold-harmless agreement shall be deemed a debt to a spouse within the meaning of 11 U.S.C. § 523(a)(15). Any debt not listed below will be the responsibility of the person in whose name the debt is titled. Debt in both parties' names will be equally shared.

65. All debts that are jointly titled will be closed or immediately transferred to the individual's name who they have been awarded.

66. Emmy will take the following debts:

- a. Capital One: \$6,471
- b. Home Depot \$3,650
- c. PCI \$4,100
- d. Synchrony \$3,750

67. Adam shall be responsible for the following debts with approximate amounts:

- a. Amazon \$2,250
- b. Any Hour \$3,572
- c. Best Buy \$5,726
- d. Capital One \$12,046
- e. Care Credit \$650
- f. Disney \$550

- g. Good Sam \$11 J250
- h. Home Depot 8444 \$3,626
- i. Home Depot 0349 \$3133
- j. IHC \$5,900
- k. Kohls \$1 ,300
- l. Lowes \$4,150
- m. Sam's \$5,085
- n. Sam's Credit \$1,910
- o. RC Willey \$2,700
- p. US Bank \$900
- q. US Bank \$1800
- r. Water Heater \$20,000
- Furnace

Notice To Creditors

68. Pursuant to Utah Code Ann. Secs. 15-4-6.5, 81-3-105, as amended, the parties will be required to provide a copy of their final divorce decree to all joint creditors for any outstanding obligations that are included in their divorce decree.

69. Therefore, the party not obligated to pay a joint obligation will be ordered to:

- i. Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible.
- ii. Notify the join creditor of the current address of each party.
- iii. Inform the joint creditor that each party is entitled to receive individual statements, notices and correspondences required by law or by the

terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who was not required to pay the debt.

Taxes

70. The parties will alternate claiming the child for tax purposes, with Emmy claiming the child for odd-numbered years and Adam claiming the child for even-numbered years. A party not current on child support at the end of the pertinent tax year forfeits the right to claim the child for that tax year to the other party.

71. Emmy is to amend her 2025 tax filing if she claimed a health insurance premium payment so that there is no penalty to Adam.

Documents

72. The parties are ordered to execute and deliver to the other party any documents that are required to implement the provisions of the Decree of Divorce entered by this Court.

73. The parties are ordered to deliver to the other party any documents that are the separate property of the other party or awarded to the other party.

74. The parties are to delete any sexually explicit or indecent pictures they have of the other party. They are to no longer access the other party's electronic accounts or use their passwords that they were previously given. All access has now been revoked.

Attorney Fees

75. The parties are each responsible for their own attorney's fees as of the signing of this agreement.

Mutual Restraining Order

76. The parties are mutually restrained from harassing each other or interfering with the other party's personal or business dealings.

77. The parties are ordered to not aid or encourage anybody else to harass or interfere with the other party.

78. The parties are ordered to discourage anybody else from harassing or interfering with the other parties.

79. The parties are restrained from bad mouthing each other in the presence of the child or otherwise allowing others to engage in such conversation in the presence of the child.

80. The Court determines that there need not be a protective order between the parties.

Other & Further Relief

81. Emmy may return to her maiden of Woolstenhulme.

*****End of order. Electronic signature appears atop the first page.*****

APPROVED AS TO FORM (by email)

/s/ Jake Cragun

Jake Cragun

Attorney for Respondent

***Electronically signed with authorization

CERTIFICATE OF SERVICE

I hereby certify that on August 31, 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE to be served by the following means:

BY E-FILING

Jake Cragun
Attorney for Respondent

/s/Clinton R. Brimhall
Clinton R. Brimhall
Attorney