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

In the matter of the marriage of:	DECREE OF DIVORCE
ASHLEE HONEYCUTT,	Case No. 264700398
Petitioner.	Judge: Direda
and	Commissioner: Wilson
JEFFREY HONEYCUTT,	
Respondent.	

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 three months immediately prior to the filing of this action.

2. Marriage Statistics: The parties were married on March 27, 2021, in Las Vegas, Nevada, and are presently married.
3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.
4. Children. The parties share one minor child: J.H. born December 29, 2022.

PARENTING PLAN

5. Physical Custody. Petitioner shall be awarded sole physical custody of the parties' minor child.
6. Legal Custody. Petitioner shall have sole legal custody of the parties' minor child.
7. Respondents Visitation: The parties agree that Respondent's visitation shall occur as follows.
 - a. Beginning in August 2026, the parties shall facilitate weekly virtual communication between Respondent and the minor child as set forth in the Virtual Communication section.
 - b. Beginning in January 2027, the parties shall coordinate for Petitioner and the minor child to travel to Arizona for three (3) visits with Respondent each calendar year. The specific dates of the visits shall be determined by mutual agreement of the parties. The duration of each visit shall be limited to a length that is age-appropriate and appropriate under the circumstances, taking into consideration the minor child's needs, schedule, best interests, and Respondent's health and physical abilities.

- c. The parties shall equally divide the cost of airfare and hotel accommodations for Petitioner and the minor child for each visit.
 - d. During each visit, only Petitioner and the minor child shall be present in Respondent's room. If Petitioner requests assistance during a visit, Respondent's mother may also be present in the room. A medical care provider shall also be present. All other family members or visitors attending the visit shall remain outside Respondent's room.
 - e. If Respondent is discharged from or otherwise leaves the rehabilitation center or hospital, the parties shall meet and confer in good faith regarding an appropriate parent-time schedule and the manner in which future visits shall occur. If the parties are unable to reach an agreement, they shall participate in mediation before seeking relief from the Court.
8. Telephone and Virtual Contact with Child. The parties agree to facilitate reasonable virtual communication between Respondent and the minor child as the parties may mutually agree. At a minimum, the parties shall facilitate one telephone call each week between Respondent and the minor child on Sundays at 2:00 p.m. The parties shall coordinate the calls in advance, and third parties may assist in facilitating the communication when necessary. The duration of each call shall be age-appropriate and appropriate to the circumstances, taking into account the minor child's needs, schedule, best interests, and Respondent's health and physical abilities.
9. Mutual Restraining.

- a) Both parties will 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 child'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 are with the other parent and from allowing any other person to do so.
- c) The parties will not use their child 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 will 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 will discuss the case, division of assets or funds, or child support in front of the child except to explain to the child 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) Both parties are restrained from using the likeness, image, or credit of the other party for any purpose.
- g) 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.
- 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 child from such circumstances.

10. 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 child 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, so long as they are behaving maturely

and not entering into any argument with the other parent or any other third party at the activity.

The parent who signs up the child shall put the event on the Calendar within 24 hours of receiving the calendar or any change.

11. Child Support. Child Support shall be calculated as according to Utah Code Annotated §78B-12-201 et seq. Petitioner is employed earning a gross monthly income of \$2,080 gross per month. Respondent's monthly income is \$4,200, based on a full custody worksheet, Respondent's monthly child support obligation is \$510.

12. Respondent shall pay child support arrears in the amount of \$1,530.00.

13. The parties agree that the Utah Office of Recovery Services ("ORS") shall facilitate the collection and distribution of Respondent's ongoing monthly child support obligation and the child support arrears. All child support and arrearage payments shall be made through ORS in accordance with its procedures and any applicable court order.

14. In the event Respondent, or Respondent's guardians and conservators on his behalf, applies for or begins receiving Social Security Disability Insurance (SSDI) benefits or any other Social Security benefits, including any dependent benefits payable on behalf of the minor child, the parties agree to revisit Respondent's child support obligation. The parties shall exchange all relevant documentation regarding such benefits and make a good-faith effort to reach an agreement regarding any necessary modification of child support.

15. Unless the Court orders otherwise, support for each 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. 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. In the event that the custody overnights are changed through a court order, the parties may at that time ask the court for a recalculation of child support.

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

17. 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 child in accordance with U.C.A. §81-6-208

a) The Respondent shall provide health insurance coverage for the minor child upon entry of the Decree of Divorce.

b) 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 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.

c) Each 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.

d) 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 child as indicated.

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

f) 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.

18. 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 child. Family members will be used first and shall be presumed to be at no cost.

19. Dependency Exemption. The parties shall alternate claiming the parties' minor child as a dependent for all federal and state income tax purposes, with Petitioner claiming the child in the first tax year following entry of the Decree. Thereafter, the parties shall alternate each tax year, provided that Respondent is current on all child support obligations, including any arrears payment obligations, as of December 31 of the applicable tax year and that Respondent would receive a tax benefit from claiming the dependency exemption. If Respondent is not current on

his child support obligations by December 31, or if claiming the child would not provide Respondent a tax benefit, Petitioner shall be entitled to claim the minor child for that tax year .

FINANCIAL AND ASSET DIVISION

20. Real Property. During the course of the marriage, the parties acquired real property located in Apache County, Arizona, known as Lot 32, CR 8056, Show Low Pines.

21. Petitioner shall be responsible for the disposal of the real property. Respondent, or Respondent's parents acting as his guardians and conservators, shall cooperate in good faith to facilitate the disposal of the property, including timely providing any necessary information and executing any deeds, closing documents, or other documents reasonably required to complete the transaction. Respondent, or his guardians and conservators, shall also provide Petitioner with all relevant loan information, payoff information, amounts owed on the property, and any other information reasonably necessary to facilitate the sale or other disposition of the property, including photographs and updates regarding the condition of the property.

22. After payment of all costs of sale, liens, mortgages, taxes, and any other liabilities associated with the property, the net proceeds, or any remaining liability, shall be divided equally between the parties.

23. 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. Gifts and Inheritances
- iv. Minor child's belongings and effects
- v. Items currently in possession.

b) Respondent:

- i. Personal belongings and effects.
- ii. Items acquired previous to marriage.
- iii. Gifts and Inheritances.
- iv. Items currently in possession

c. Any personal property remaining on the real property at the time of its disposal may be disposed of by Petitioner in Petitioner's sole discretion. Respondent, or Respondent's guardians and conservators, shall cooperate as necessary to facilitate the disposal of any remaining personal property and waive any objection to Petitioner's disposal of such property.

24. Debts. The parties acquired debts during the marriage. Each party shall be solely responsible for any and all debts, liabilities, and obligations incurred in his or her own name, and shall indemnify and hold the other party harmless from any such debts. If either party unilaterally incurred a debt in the other party's name or otherwise causes a debt to be incurred in the other party's name without that party's express consent, the party who incurred such debt shall be solely responsible for its payment and shall hold the other party harmless therefrom.

25. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards or other debts.

26. Checking And Saving Accounts. The parties are awarded their financial accounts in their

names respectively. The parties shall close all joint accounts in their name unless agreed otherwise.

27. Retirements: Each party shall retain all retirement accounts held in his or her individual name, including any Individual Retirement Accounts (IRAs), Thrift Savings Plans (TSPs), pensions, 401(k)s, or other retirement benefits, as his or her sole and separate property. Neither party shall have any right, title, claim, or interest in the other party's retirement accounts.

28. Alimony: Neither party shall be awarded alimony now and forever in the future.

29. 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.

31. Name Change: Petitioner shall be allowed to change to her maiden name of "Nielsen".

32. 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.

34. 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.

36. Waiver. The parties agree to waive any past monies owing one to the other except as designated herein.

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

Approved as to form:

/s/ Sterling Arnold

Signed by Timothy Murphy with permission

STERLING ARNOLD
Attorney for Respondent

CERTIFICATE OF DELIVERY

I hereby certify that a true and correct copy of the foregoing Decree was delivered via electronic filing this 31st day of August 2026 to:

Sterling Arnold
Attorney for Respondent
efile

/s/ Katherine Murphy
Assistant