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Attorney for Petitioner

**IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT
STATE OF UTAH – IN AND FOR THE COUNTY OF MORGAN**

In the Matter of the Marriage of:

CONRAD HASH,

and

OAKLEY KIPPEN.

DECREE OF DIVORCE

Case No. 254500010

Judge Ronald Russell

Commissioner Julie Winkler

THIS MATTER came before the Court on a Petition for Divorce filed by Petitioner. The Court having entered its Findings of Fact and Conclusions of Law, being fully advised in the premises, and good cause appearing therefore:

IT IS HEREBY ORDERED, ADJUGED, AND DECREED THAT:

1. **Complete Agreement/Settlement of All Issues.** The parties have resolved all controversies and issues relating to custody, parent time, child support, and division of property, debts, all other issues. The parties have settled all disputes between them and voluntarily enter this agreement. The parties acknowledge that they are not acting under undue influence, duress, coercion, or fraud. The parties each further recognize that their agreement is voluntary, made knowingly, and not under the influence of drugs or alcohol.

2. **Legal Representation.** Elysiara Chamberlain represents Conrad Hash. Oakley Kippen is without legal representation and has been informed of her option to seek legal representation to review this agreement prior to signing.

3. **Provisions to be Incorporated into Order.** The parties intend that the provisions of this Stipulation will be incorporated into a Decree of Divorce, subject to approval by the court. Conrad's attorney, Elysiara Chamberlain, will prepare the final orders.

4. **Marriage.** Conrad Hash and Oakley Kippen were married on February 1, 2020, in Provo, Utah. The parties separated in March of 2024.

5. **Grounds.** The parties shall be granted a divorce from each other on the grounds of irreconcilable differences due to unresolved marital problems, making continuation of their marriage impossible.

6. **Oakley** is the natural and biological mother and **Conrad** is the natural and biological father of two children born at issue of the parties' relationship: C.H., born July of 2021; and H.H., born August of 2018.

7. **Legal Custody.** The parties will share joint legal custody of the children based on the Parenting Plan set forth herein.

8. **Physical Custody.** Oakley will be awarded sole physical custody of the minor children with Conrad being awarded parent time pursuant to Utah Code 81-9-303.

PARENTING PLAN

9. **Definitions of Terms Used Herein.** For this parenting plan, the "on-duty parent" is the parent who is caring for the children on the dates and times set forth in this parenting plan. The "off-duty parent" is the parent who is not caring for the children on that same date and time. The phrase "mutually agreed," as set forth in this parenting plan, is defined as an agreement or understanding reached by the parties that is confirmed and acknowledged in writing by both parties via email, text message, or printed form.

10. **Physical Custody.** As stated above, Oakley will be awarded sole physical custody of the children.

11. **Parent Time.**

a. **Basic Schedule:** Unless otherwise mutually agreed, the regular parent-time schedule will be as follows:

WEEK #	MON	TUES	WED	THURS	FRI	SAT	SUN
1	MOTHER	MOTHER	MOTHER	MOTHER	FATHER	FATHER	FATHER
2	MOTHER	MOTHER	MOTHER	MOTHER	MOTHER	MOTHER	MOTHE R

b. **Holidays.** The parties will exercise holiday parent time as they agree. If they cannot agree, the holiday parent time schedule will be as follows:

Odd Years	Even Years	HOLIDAY and TIMES
Father	Mother	Martin Luther King Jr. The holiday begins Friday when school is dismissed; Holiday ends at 7 pm on MLK Day.
Mother	Father	President's Day The holiday begins Friday when school is dismissed; Holiday ends at 7 pm on Pres. Day.
Father	Mother	Spring Break The holiday begins when school is dismissed on the day that school dismisses for spring break; Holiday ends at 7 on the evening before school resumes at the end of spring break.
Father	Mother	Memorial Day The holiday begins Friday when school is dismissed or 9 am if there is no school; Holiday ends at 7 pm on Memorial Day.
Mother	Mother	Mother's Day (1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.

Father	Father	Father's Day (1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.
Father	Mother	Independence Day (1) Holiday begins on July 3rd at 7 p.m. (2) Holiday ends on July 5th at 7 p.m.
Mother	Father	Pioneer Day (1) Holiday begins on July 23rd at 7 p.m. (2) Holiday ends on July 25th at 7 p.m.
Mother	Father	Labor Day The holiday begins Friday when school is dismissed or 9 am if there is no school; Holiday ends at 7 pm on Labor Day.
Father	Mother	Fall Break The holiday begins when school is dismissed on the day that school dismisses for fall break; Holiday ends ends at 7 on the evening before school resumes at the end of fall break.
Mother	Father	Halloween (1) Holiday begins on October 31st at the time that school is dismissed; or (b) at 4 p.m. if there is no school.

		Holiday ends at 9 p.m. on Oct 31 st .
Father	Mother	Thanksgiving Break The holiday begins the time school is regularly dismissed for Thanksgiving Break. The holiday ends at 7 pm on the day before school resumes at the end of Thanksgiving Break.
Mother	Father	Winter Break (First Half) The Holiday begins on the day and the time school is regularly dismissed for Winter Break; Holiday ends on December 27th at 7 p.m.
Father	Mother	Winter Break (Second Half) Holiday begins on December 27th at 7 p.m.; Holiday ends at 7 pm on the day before school resumes at the end of Winter Break

c. **Summer.** The parties have agreed to split the summers in half with Conrad having one half and Oakley having the other half. The parties will have the children on a week on, week off schedule once school dismisses for the summer. Each party has the opportunity to take the children for an uninterrupted parent time visit of 2 weeks. On odd years, Conrad will give his dates for extended time by May 1st, and Oakley will give her dates by May 15th. On even years, Oakley will provide her dates by May 1st, and Conrad will provide his dates by May 15th. If any party fails to give their dates by the determined date, the other party is able to choose first.

d. **Flexibility.** With reasonable advance notice, the parties will make special consideration to allow the child to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent that may inadvertently conflict with the parent-time schedule.

12. **Transportation.** Unless otherwise mutually agreed, transportation arrangements for the child between the parents will be as follows:

a. The parent beginning their parent time (e.g., “the receiving parent”) will pick up the child at the other parent’s home, curbside to start their parent time. The parties understand and agree that the concept of doing a curbside parent time exchange is that the receiving parent waits at the curb and does not enter the other parent’s property.

b. **Other.** Responsible third-party adults known to the parties and the child are permitted to provide transportation for parent time exchanges. The child will be fed, bathed, and appropriately clothed before parent time exchanges occur. The child will be picked up and delivered promptly at the scheduled times. Each parent will notify the other as soon as possible whenever a parent time exchange will not occur as scheduled. Transportation to alternative places, such as school and extracurricular activities, is the responsibility of the on-duty parent.

13. **DECISION-MAKING.**

a. **Day-to-Day Decisions.** Each parent will make decisions regarding the day-to-day care and control of the child while residing with that parent. Either parent may make emergency decisions affecting the health or safety of the child.

b. **Major Decisions.** It is anticipated that parental decisions will be required for major decisions in raising the child, including, but not limited to:

- Medical
- Dental/Orthodontia

- Psychological treatment or counseling
- Education

Except in emergencies requiring ex parte orders to protect the child, both parties will be required to take the following steps to resolve disputes about major decisions:

Step 1: Attempt to solve any dispute between them in a civil manner before resorting to any other process.

Step 2: Confer with or solicit the assistance of someone with expertise in the area of dispute, such as the child's healthcare providers, schoolteachers, etc.

Step 3: Engage a mediator and attempt then to resolve the dispute. Each party will be required to pay one-half (1/2) of the cost of the mediator.

Step 4: Seek assistance from the Court including a determination from the court as to whether an award of attorney's fees is appropriate against a party for being unreasonable.

14. **Communication.** The parties will communicate regarding the children via text message, phone call or email.

a. Communication between the parties will be limited to child-related topics, such as school, healthcare, extracurricular activities, and parent-time exchange logistics.

b. Each parent will be responsible for getting information about all significant school, social, sports, and community functions independently of the other parent. If it is reasonably apparent that the other parent will not learn or know about such things promptly, the parties will notify each other within 24 hours of receiving such information.

c. Each party will be entitled to directly access the children's medical, education, counseling, and other records. The parties will share information regarding the children's school, church, extracurricular and other activities, medical care, counseling, and other significant information. The parties will ensure their names are listed as emergency contacts on all school and healthcare records and providers. Both parties may designate one additional third party as additional emergency contacts. Neither party will unilaterally remove the other party's

name or contact information from such records. In the future, spouses or significant others will not be listed as “parents” but as “non-parent emergency contacts.”

15. **Virtual Parent Time.** The off-duty parent will be entitled to reasonable phone or virtual contact with the children. The parties will use a video calling app that works on both parents’ phones or other devices, such as Zoom, Facetime, or something similar. The parties will give the children privacy for the calls without interference or monitoring by anyone else. Ideally, the children will take the call in a separate room with a closed door to have meaningful virtual contact free of distraction and conflict. The children may contact either parent when they request to do so at reasonable times and for reasonable durations. The parties will facilitate this contact with the other parent without making the children feel guilty about wanting to call or check in with the other parent.

16. **Travel.** For state-side or out-of-town travel with the children, the parties will provide a reasonable travel itinerary to the other parent and reasonable advance notice of their intent to travel.

17. **Extra-Curricular Activities.**

a. The parties will equally share all out-of-pocket amounts incurred for all other extracurricular activities in which both parties agree in writing that the children will be involved. The children’s preferences regarding activities and lessons will be considered, and age-appropriate weight will be given.

b. Extracurricular activities are academic or non-academic activities outside of regular classroom time. They are not part of the children’s school curriculum, including but not limited to sports, lessons, or camps. The party incurring the extracurricular activity out-of-pocket costs will 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 will be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses.

c. The parties will provide complete information about all activities to the other parent within a reasonable time of the children's enrollment, regardless of who initiated or paid for the activity.

d. The parties will encourage the children to participate fully in the activities. It is understood that the children will attend these activities reasonably and consistently, and the on-duty parent will be responsible for transportation to and from the activities.

e. Parents and guests may attend public events related to extracurricular activities (e.g., games, recitals, performances, etc.). The parties will remain cordial and not discuss child-related arrangements or any contentious issues at that time. They will require any guests to stay cordial with the other parent.

f. When both parents attend public events related to the activity, such as games, recitals, performances, etc., the on-duty parent will direct the children to connect briefly with the other parent before and after the event.

18. **Mutual Restraints.** The parties will be mutually restrained from the following:

a. Disparaging the other party or the family member or friends of the other party or otherwise speaking about the other party in a defamatory, demeaning, offensive, or derogatory manner while in the presence of the parties' children.

b. Allowing any third person under the party's direct control to disparage the other party or a member of the other party's family or friends or otherwise speak in a defamatory, demeaning, offensive, or derogatory manner in the presence of the party's children.

c. Asking the children to make decisions or requests involving the parent time schedule or leading them to believe it is their choice to see or live with the other parent.

d. Discussing with or informing the children of the status or amount of child support payments or telling the children about the past or current legal details of the divorce.

e. Discussing the children's relationship with the other parent in front of or with the children, questioning, interrogating, or otherwise "pumping" the children

for information regarding what occurs when the children are with the other parent, and allowing any other person to do so.

f. Entering into or around the premises of the other party's home or place of employment without express written permission from the other party.

19. **Surrogate Care.**

a. **Notification Requirement:** If the on-duty parent plans to be away and unavailable to care for the children overnight for any reason, they must notify the off-duty parent as soon as possible. Parental care is preferred over surrogate care, so the parties will allow the off-duty parent the chance to 'babysit' the children in this event or when someone cannot be present for four (4) hours or more.

b. **Surrogate Care Providers:** Each parent must provide the other with the names, current addresses, and telephone numbers of any individuals caring for the children in their absence (surrogate care providers). This information must be shared promptly to ensure both parents are aware of who will be caring for the children.

20. **Relocation.** In the future, if Conrad moves within 50 miles of Oakley, the parties will automatically share joint physical custody of the minor children with the schedule being a 50/50 schedule. The parties will determine at that time whether a week on, week off schedule or a 2-2-5-5 schedule is best for the children. The 2-2-5-5 schedule would have each party having the children for 2 weekdays and alternating weekends (i.e. Oakley has the children on Monday and Tuesday, Conrad has the children on Wednesday and Thursday, the parties alternate weekends and drop the children off at school [or to Oakley] on Monday mornings). The parties will remain within 50 miles of each other. If either parent moves outside of this range, unless otherwise decided, the custody will remain with the nonrelocating parent.

END OF PARENTING PLAN

21. **Child Support.**

a. **Current Child Support.**

i. Conrad is gainfully employed, earning \$6,305 gross income per month. Oakley is gainfully employed, earning \$1,257 per month.

ii. Child support will be calculated and entered based on the physical custody worksheet with Conrad having the child 111 overnights per calendar year and Oakley having the child 254 overnights per calendar year.

iii. Based on these factors, Conrad will pay child support to Oakley in the amount of \$1,192 per month commencing May 1, 2026.

c. Such child support payments will be made each month until (1) the children become 18 years of age, or graduates from high school during the normal and expected year of graduation, whichever occurs later, or (2) the children die, marry, become a member of the armed forces of the United States, or are emancipated in accordance with Utah Code §78A-6-801.

22. **Healthcare.**

a. Under UTAH CODE ANN. §78B-12-212, whichever parent can purchase healthcare insurance for the children at the most affordable cost will be required to maintain medical, hospital, and dental care insurance for the dependent children where available at a reasonable cost and the insurance coverage is accessible to the children. The children are currently insured by both parents through the marketplace.

b. Both parties will equally share the out-of-pocket costs of the premium paid by a parent for the children's portion of insurance. The children's part of the premium 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 children of the parties.

c. The parties will equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the children and actually paid by the parties. A parent who incurs medical expenses will provide written verification of the cost and payment of medical costs to the other parent within 30 days

of payment or within 30 days of a party's receipt of the billing statement or invoice. The parent to whom written verification is provided will reimburse the parent who incurred the medical expenses one-half the out-of-pocket costs within 30 days of receipt of the written proof.

d. The parent ordered to maintain insurance will verify coverage to the other parent upon initial enrollment of the child and after that on or before January 2nd of each calendar year. The parent who has coverage will notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that the parent first knew or will have known of the change.

e. A parent incurring medical expenses may be denied the right to receive credit for the expenses or recover the other parent's share of the expenses if that parent fails to comply with this section.

f. **NOTICE Under Utah Code 15-4-6.7.** When a court enters an order that provides for the payment of medical and dental expenses of a minor child under Section 30-3-5, 30-4-3, or 78B-12-111, or an administrative order under Section 62A-11-326, a provider who receives a copy of the order at or before the time the provider renders medical or dental services to the minor child will, upon request from either parent, must separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order. A provider who receives a copy of the order within 30 days after the day on which the provider renders the medical or dental service may not 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 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 medical and dental expenses that the parent is required to pay under the order.

23. **Child Care Expenses.** Under UTAH CODE ANN. §78B-12-214, the parties will equally share reasonable work-related or career or occupational training-related childcare expenses.

a. Both parties will begin paying their share of childcare expenses directly to the provider monthly immediately upon presentation of proof of the childcare expense.

b. The parent who incurs childcare expenses will provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and after that at the other parent's request. The parent will notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent fails to comply with these provisions.

c. If a parent pays the full cost of childcare, they will provide written verification of the cost and payment of childcare expenses to the other parent within 30 days of payment. The parent to whom written verification is provided will reimburse the parent who incurred the childcare expenses one-half the out-of-pocket costs within 30 days of receipt of the written verification.

24. **Tax Exemption/Credits for the Child.** Beginning with the tax year 2025, the parties will alternate claiming the children as tax dependency exemptions and tax credit. Oakley will claim the one child and Conrad will claim the other child. Once the oldest child is 18 years old, the parties will alternate claiming the youngest child with Oakley claiming for the first year following.

If necessary, the parties will execute all forms, including IRS Form 8332, needed to allow either party to claim the dependency exemption and tax credits as noted above. Pursuant to Utah Code Ann. § 81-6-210, if the child support obligor parent is not current on his child support

payments at the end of the calendar year, the right to claim a child shall revert to the child support obligee parent.

25. **Property.** The parties own a home located in Morgan where Conrad resides. Conrad is awarded the home. Upon the sale or refinance of the home, the parties will divide the equity equally. There is no requirement to refinance or sell, though the parties retain equal interest in the equity of the marital property.

26. **Personal Property.** The parties will take the personal property that belongs to them.

27. **Debts.** The parties are not aware of any marital debts.

28. **Alimony.** Neither party will receive alimony.

29. **Attorney's Fees/Court Costs.** The parties will pay their own court costs and attorney fees incurred herein.

30. **Default.** If either party to this Agreement defaults in their obligations hereunder, the party in default will be liable to the other party for all reasonable expenses, including reasonable attorney's fees incurred in enforcing the obligations created by this Agreement.

31. **Modification.** Modification or waiver of any of the terms of this Agreement will not be valid unless in writing and signed by the parties to this action and subsequently approved by the court. No waiver of any breach or default hereunder will be deemed a waiver of any subsequent breach or default of the same or similar nature.

32. **Consent to Entry of Decree of Divorce.** The parties now agree and consent that a decree of divorce consistent with this agreement will be entered.

Approved as to Form:

/s/ Oakley Kippen

Oakley Kippen

e-signed with permission