



NATHAN B. WALL, No. 11431
WALL & WALL, apc
Attorney for Petitioner
2168 E. Fort Union Blvd.
Salt Lake City, Utah 84121
Telephone: (801) 274-3100
Facsimile: (801) 365-8223
Email: nathan.wall@walllegalsolutions.com

**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

DEVON ALEN WEILER,

Petitioner,

And

SHARON WEILER,

Respondent.

DECREE OF DIVORCE

Civil No. 264901260 DA

Judge James Gardner

Commissioner Kim M. Luhn

The Petitioner, DEVON ALEN WEILER, commenced this action by filing a *Verified Petition for Divorce* (hereinafter Petition) on March 10, 2026, wherein he seeks a decree dissolving the marriage and the marital relationship of the parties entered into by them on or about February 23, 2020.

The Respondent, SHARON WEILER, executed an *Acceptance of Service, Notice of Waiver, and Consent to Default* on March 10, 2026, which was filed with the court on March 12, 2026, wherein the Respondent acknowledges that she has received a copy of

the Petition, waives her right to contest the same, subjects herself to the jurisdiction of the court and consents to the entry of his default, with a *Decree of Divorce* to be granted based upon the terms of the Petition. Based thereon, the Respondent's default has been entered.

All supporting documents having been submitted and the court being fully apprised in the premises and the law, and the court having heretofore made and entered its Findings of Fact and Conclusions of Law, does herewith ORDER, ADJUDGE AND DECREE AS FOLLOWS:

GRANTING OF DECREE DISSOLVING MARRIAGE

1. That the Petitioner is hereby granted a *Decree of Divorce* upon the grounds of irreconcilable differences, dissolving the marriage of the parties entered into by them on February 23, 2020, in the city of West Valley, Salt Lake County, State of Utah, the same to become absolute and final upon entry of this Decree of Divorce by the Clerk of the Court.

2. **Alimony.** That both of the parties are capable of supporting themselves, therefore, it is hereby ordered that neither party shall be awarded alimony.

3. **Child Custody and Support.** That there has been one (1) child born or adopted as issue of this marriage. The initials, birth month, and birth year of the minor child are: M.A.W., born June 2013.

4. It is hereby ordered that, as the parties are fit and proper persons, that

the parties shall be awarded joint legal custody of the parties' minor child, with the Petitioner having the primary physical care, custody and control of the parties' minor child, subject to the Respondent's parent-time schedule at reasonable times and places as scheduled and set forth under Utah Code Annotated §81-9-302, and as may be agreed upon by the parties.

5. **Parenting Plan.** In accordance with the provisions of Utah Code Annotated §81-9-203, the following Parenting Plan and is hereby adopted by the Court, and shall be implemented in the same as part of this *Decree of Divorce*:

6. The parents shall timely exchange information with each other concerning the health, education, and welfare of the minor child, and where reasonably possible, confer before making decisions concerning any of these areas.

7. The parents shall discuss with each other and mutually make the significant decisions regarding the minor child, including, but not limited to, the minor child's present and future physical care, support, education, health care, and religious upbringing.

8. The decisions made by the parents, either mutually or individually, shall minimize the disruption of a minor child's attendance at school and other activities, the minor child's daily routine, and the minor child's association with friends.

9. Should the parties have a dispute regarding the significant decision(s) regarding the minor child and be unable to agree upon the issue(s) mutually,

the parties shall be ordered to first consult with an expert related to that issue/expert in their specialty (i.e., teacher, therapist, etc.).

10. If, after seeking the advice/opinion from an expert/specialist, the parties cannot reach a mutual agreement, the parties shall be ordered to submit the matter to mediation, attend in good faith, and with both parties equally sharing the costs for mediation.

11. Should the parties continue to have a dispute regarding the significant decision(s) regarding the minor child after consulting with an expert related to that issue and attending mediation, then the Petitioner shall be awarded the presumptive decision-making authority.

12. In the event the Respondent disagrees with the Petitioner's decision, she may present the matter to the Court for resolution.

13. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include mediation, arbitration, or court review. Should both parents agree in writing on mediation or arbitration as a method of dispute resolution, there must be a written agreement to be binding, or an arbitration record and decision, and no dispute may be presented to the court in this matter without a good-faith attempt by both parents to resolve the issue through the mutually agreed-upon method of dispute resolution.

14. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay that parent's own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right to review decisions from mediation, counseling, or arbitration.

15. If the parent in physical custody at the time is in need of a person to provide temporary surrogate care for the minor child for three (3) hours or more, the other parent shall be afforded the first opportunity to care for the minor child for the period needed, provided the residence locations of the parents at the time permit such an exchange.

16. Both parties shall be entitled to full access to all educational, medical, religious, mental health, counseling, dental, optical, and other records of any type pertaining to the minor child, but should there be any problem, each parent shall be ordered to execute a release to allow the other parent full access to the records of the minor child.

17. Both parties shall be ordered to provide the other party with the name, address, and telephone number of every educational institution the minor child attends, including daycare and preschools, and each party shall be entitled to any school records and reports concerning the minor child. The parties shall be ordered to execute any releases

required for the release to the other parent of such information.

18. Each parent shall be fully entitled to participate in, be notified of, and attend any educational, religious, or other such activities or special occasions in which the minor child is participating or involved.

19. Each parent shall be entitled to any reports that may be issued from any school or similar institution to the parents of the minor child. Each parent shall be entitled to attend all school events, including parent-teacher conferences, P.T.A. meetings, and similar events, and to participate fully as a parent of the minor child.

20. Each parent shall notify the other party on a timely basis of the time, place, and nature of any special events, religious ceremonies, educational activities, and the like in which the minor child is involved.

21. Both parents shall be listed as parties to contact in the event of any emergencies on all forms, and either parent may authorize treatment for any emergency care required for the minor child.

22. Both parents shall have the right to confer with any teacher, other educational personnel, or health care provider about the minor child without the prior consent of the other parent.

23. The parties shall cooperate so as to minimize the disruption of the minor child's attendance at school and other activities, the minor child's daily routine, and their association with friends. However, this shall not be used as an excuse to thwart or

interfere unreasonably with the rights of either parent.

24. Each parent shall exert every reasonable effort to maintain free access and unhampered contact and communication between the minor child and the other parent, and to promote emotions of affection, love, and respect between the minor child and the other parent. Each parent shall refrain from words or conduct and shall discourage other persons from uttering words or engaging in conduct, which would tend to estrange the minor child from the other parent, to damage the opinion of the minor child as to the other parent, or which would impair the natural development of the minor child's love and respect for the other parent.

25. Neither parent shall initiate or cause the designation of "father" or "mother" or their equivalents to be used by the minor child with reference to any other than their natural mother and father.

26. Neither parent shall encourage the minor child to change her primary residence or encourage the minor child to believe it is their choice to do so. Neither parent shall ask the minor child to make decisions or requests involving the residential schedule. Neither parent shall discuss the residential schedule with the minor child except for plans that both parents have already agreed to in advance.

27. Neither parent shall discuss with or inform the minor child of the status of child support payments or other legal matters regarding the parents' relationship.

28. Neither parent shall make major changes in the minor child's physical

appearance without first working out an agreement with the other parent to do so. This extends to cosmetic surgery, ear piercing, body piercing, tattoos, and major alterations to hairstyle.

29. Absent an emergency, all communications shall be directly between the parties and not through third parties such as significant others, spouses, etc. All communications shall be via email as the first choice, text messaging as the second, and telephone as the third. Telephone calls shall be reserved for emergencies or urgent issues requiring immediate notification. The parties shall maintain open lines of communication. Each shall receive and respond to communications from the other parent in a timely manner.

30. Both parties shall keep the other party apprised of their telephone number and address at all times. If, at any time, either of the parties changes their residence and/or telephone number, they shall notify the other party as soon as they are aware of the new information, and not later than the occurrence of said change, notify the other party of the new address and/or telephone number.

31. In the event the parties establish a parent-time schedule by agreement, custom, or practice, such a schedule may not be changed without a court order or a written agreement of the parties.

32. It is hereby ordered that the parents shall cooperate in obtaining and maintaining a passport for the minor child. It is hereby ordered that the Petitioner shall keep the minor child's passports in his possession. It is hereby ordered that in the event

the Respondent wishes to travel with the minor child internationally, the Petitioner shall provide the Respondent with the minor child's passport, and the Respondent shall return the passport to the Petitioner upon her and the minor child's return. It is hereby ordered that the parents shall also cooperate and accommodate one another to facilitate the minor child's travel with the other parent.

33. It is hereby ordered that in the event either party intends to travel with the minor child—whether within the state of Utah or out of state—that parent shall provide the other parent with timely written notice of the planned travel. It is hereby ordered that such notice shall include a travel itinerary, including but not limited to: the destination(s), the dates and/or times of departure, the anticipated return date and/or time, lodging information (if applicable), and a reliable method of contacting the traveling parent and the minor child at all times during the trip.

34. It is hereby ordered that, for purposes of the minor child's education, the Petitioner's place of residence shall be designated as the minor child's primary residence.

35. It is hereby ordered that any parental duties or rights not specifically addressed in this Parenting Plan shall be discussed and mutually decided by both parents.

36. It is hereby ordered that both parents shall not consume any illicit drugs nor consume alcoholic beverages to an excess while caring for the minor child, nor consume any alcoholic beverages for a period of not less than twelve (12) hours before

driving with the minor child. It is hereby ordered that both parents shall additionally not allow third parties to be intoxicated or use illicit drugs while in the presence of the minor child and shall be required to remove the minor child from the presence of any such person immediately.

37. It is hereby ordered that both parents shall keep the other party apprised of their telephone number and address at all times. It is hereby ordered that if, at any time, either party intends to change their residence and/or telephone number, they shall notify the other as soon as they are aware that such a change shall occur and shall, not later than the occurrence of said change, notify the other of the new address and/or telephone number.

End of Parenting Plan.

12. **General Welfare of Child.** Parental bonding with the minor child by both parents is critical, and the parties shall take all reasonable steps to facilitate this.

13. It is hereby ordered that each party shall be enjoined from doing anything which may estrange or alienate the minor child from the other parent, or which may hamper the free and natural development of the minor child's love and respect for the other parent. It is hereby ordered that at no time shall either party speak, write, or portray anything inflammatory, derogatory, embarrassing, disparaging, or otherwise hurtful about the other parent in the presence of the minor child, nor shall they permit such conduct by third persons in the presence of the minor child.

14. It is hereby ordered that when having overnight guests when the minor child is present in the home, the parties shall consider the needs and sensitivity of the minor child. It is hereby ordered that the parties shall exercise prudent behavior when introducing the minor child to significant others.

15. **Relocation.** It is hereby ordered that, should either parent decide to move from the State of Utah or 150 miles or more from the residence of the other party, that parent shall provide reasonable advance written notice of the intended relocation to the other parent pursuant to Utah Code §81-9-209.

16. It is hereby ordered that the parties shall have the right to have the court review the division of expenses incurred by a party in exercising their visitation rights and the amount of parenting time to be allotted to the non-relocating party, as provided in Utah Code Ann. §81-9-209. It is hereby ordered that each party shall be required to provide sixty (60) days' advance written notice of any intended relocation beyond 150 miles, and each party shall otherwise be required to abide by the provisions of said statutory section.

17. **Child Support.** The Petitioner earns a gross monthly income of \$4,200.17.

18. The Respondent earns a gross monthly income of \$1,400.00.

19. Based thereon, it is hereby ordered that the Respondent shall pay to the Petitioner child support in the amount of \$178.00 per month, which amount is consistent with the current Child Support Guidelines found in the Utah Uniform Civil Liability for

Support Act, and with the Petitioner awarded 254 overnights, and the Respondent awarded 111 overnights.

20. It is hereby ordered that pursuant to Utah Code Annotated §78B-12-108 and §78B-12-205, each parent's child support obligation shall be established in proportion to their adjusted gross incomes.

21. It is hereby ordered that, except during periods of court-ordered visitation, when physical custody changes, the parent without physical custody shall be required to pay their amount of support without the need to modify this court's order.

22. It is hereby ordered that said child support shall continue for each minor child until the child becomes eighteen (18) years of age or has graduated from high school during said child's normal and expected year of graduation, whichever occurs later. It is hereby ordered that said child support shall be proportionately adjusted in accordance with the Uniform Child Support Guidelines when each child attains the age of eighteen (18) years of age or graduates from high school during the normal and expected year of graduation, whichever occurs later.

23. It is hereby ordered that in the event any child support is ordered in the future, all obligations ordered by the court for child support and medical expenses shall be ordered to be for the benefit of the minor child and shall follow the minor child, pursuant to Utah Code Annotated §78B-12-108. It is hereby ordered that, pursuant to the said statutory chapter and section, the parent without physical custody of the minor child

shall be required to pay the amount of support without the need to modify the order for (a) the parent who has physical custody of the minor child, (b) a relative to whom physical custody of the minor child has been voluntarily given, or (c) the state when the minor child are residing outside of the home in the protective custody, temporary custody, or custody or care of the state or a state-licensed facility for at least thirty (30) days.

24. It is hereby ordered that the Petitioner shall be entitled to mandatory income withholding relief pursuant to Utah Code Annotated §62A-11-401, et. seq., and §62A-11-501, et. seq., 1953 as amended. It is hereby ordered that said income withholding procedure shall apply to existing and future payors. It is hereby ordered that all withheld income shall be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the Respondent no longer owes child support to the Petitioner.

25. It is hereby ordered that the Respondent shall be entitled to a reduction in her child support obligation by 50% during time periods when the minor child is in her custody by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days pursuant to Utah Code Annotated §78B-12-216.

26. It is hereby ordered that the Respondent shall be entitled to a reduction in her child support obligation by 25% during time periods when the minor child is in her custody by order of the court or by written agreement of the parties for at least 12 of any 30 consecutive days pursuant to Utah Code Annotated §78B-12-216.

27. It is hereby ordered that, in addition to the parties' child support obligation, the parties shall be required to pay to the other one-half of any and all work-related childcare expenses necessarily incurred by the parties. It is hereby ordered that the parties shall begin paying their share on a monthly basis immediately upon presentation of proof of the childcare expenses. It is hereby ordered that the parties shall provide written verification of the costs and the identity of the child care provider to the other party upon the initial engagement of the child care provider. It is hereby ordered that the parties shall notify each other of any change in child care provider or in the monthly child care expense within thirty (30) days of the date of the change. It is hereby ordered that, pursuant to Utah Code Annotated §78B-12-214, 1953 as amended, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

28. It is hereby ordered that the Respondent shall be required to make the monthly child support payments to the Petitioner in one installment due on the 1st day of each month.

29. **Real Property.** Before the marriage, the Petitioner acquired an interest in a home and the real property on which it is situated, located at 6336 West 3570 South, West Valley City, Utah 84128.

30. It is hereby ordered that the home and real property shall be awarded to the Petitioner, free and clear of any claim by the Respondent, subject to an equitable lien in

favor of the Respondent in the amount of \$30,000.00. This equitable lien represents a portion of the home's value and shall be adjusted proportionately in the event of any catastrophic loss or extraordinary gain affecting the property.

31. It is hereby ordered that said lien shall be paid to the Respondent in full by and no later than one (1) year from the date of entry of the *Decree of Divorce*. It is hereby ordered that upon satisfaction of said lien, the Respondent shall sign a Quit Claim Deed (if necessary), conveying all of her right, title, and interest in and to said real property to the Petitioner.

32. **Personal Property.** That during the course of the marriage, the parties have acquired certain items of household goods, furnishings, fixtures, appliances, and other items of personal property, most of which have been divided between them in a satisfactory manner, and which division is hereby approved by the Court.

33. It is hereby ordered that the Petitioner shall be awarded all of the other guns and ammo not specifically awarded to the Respondent, and his personal effects.

34. It is hereby ordered that the Respondent shall be awarded one (1) shotgun, the Mossberg Prankster, the Ruger Ruff Rider, the Ruger ICP, one-half (50%) of the respective ammo for those calibers, and her personal effects.

35. That during the course of the marriage, the parties acquired an interest in motor vehicles, to-wit: a 2015 Hyundai Elantra and a 2012 Chevrolet Colorado.

36. It is hereby ordered that the Respondent shall be awarded the 2015 Hyundai

Elantra, and the Petitioner shall be awarded the 2012 Chevrolet Colorado.

37. It is hereby ordered that each of the parties shall be awarded their respective vehicles, free and clear of any claim by the other.

38. It is hereby ordered that each party shall be solely responsible for any indebtedness, maintenance, registration, taxes, and insurance associated with the vehicle awarded to them.

39. Notwithstanding the foregoing, the Petitioner shall be ordered to continue to maintain the Respondent's car insurance on the 2015 Hyundai Elantra for a period of six (6) months beginning on the date the *Decree of Divorce* is entered.

40. It is hereby ordered that all property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came. It is hereby ordered that all property acquired prior to the marriage shall be awarded to the respective party who acquired said property.

41. **Bank Accounts/Financial Assets.** To the best of the knowledge of the Petitioner, no marital bank accounts and/or financial assets were acquired during the marriage.

42. It is hereby ordered that the Petitioner shall be awarded all bank accounts and financial assets held in his name, free and clear of any claim from the Respondent.

43. It is hereby ordered that the Respondent shall be awarded all bank accounts

and financial assets held in her name, free and clear of any claim from the Petitioner.

44. **Debts and Obligations.** During the course of the marriage, the parties incurred various debts and obligations.

45. It is hereby ordered that the Petitioner shall be ordered to assume, pay, discharge, and hold the Respondent harmless from the following debts and obligations:

Debt:	Amount:
Credit Cards	\$12,000.00
Solar Panels	\$43,000.00
Lending Club Credit Card	\$9,773.05
Overdraft Fees	\$2,000.00

46. It is hereby ordered that the Petitioner shall indemnify and hold the Respondent harmless on all debts and obligations that the Petitioner is ordered to pay. Such hold-harmless requirement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

47. It is hereby ordered that the Respondent shall be ordered to assume, pay, discharge, and hold the Petitioner harmless from the following debts and obligations:

Debt:	Amount:
Capital One Credit Card	\$929.15
Bank Debt	\$1,873.27

48. It is hereby ordered that the Respondent shall indemnify and hold the Petitioner harmless on all debts and obligations that the Respondent is ordered to pay. Such hold-harmless requirement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

49. It is hereby ordered that each party shall pay, discharge, and hold the other party harmless from those debts and obligations which they may have incurred individually since the date of the filing of this action.

50. It is hereby ordered that, pursuant to Utah Code Annotated §30-3-5, 1953 as amended, the parties shall be ordered to notify each of their creditors and such notice shall inform each creditor which party is primarily liable for the debt with that creditor following the entry of a *Decree of Divorce* in this matter and each party shall be required to give the creditor the name and address of both parties.

51. It is hereby ordered that if either party is obligated on a joint-secured debt, the payment of that debt shall remain current. In the event that a payment is not made in a timely manner, the secured asset shall be placed for sale in order to protect the joint debtors. It is hereby ordered that a party who makes payments on a delinquent asset, which the other party is ordered to pay, shall be entitled to seek reimbursement of the payment of that debt in addition to interest and attorney fees from the other party who failed to timely pay the debt.

52. That the allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and shall be considered in the nature of support to the other party. As a result, it is hereby ordered that the parties shall not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt. The parties shall understand that this provision may not be binding on the

Bankruptcy Court.

53. It is hereby ordered that the parties shall each be required to make their best efforts to remove each other from any joint debts, obligations, loans, etc., by refinancing the debt, obligation, loan, etc., into their sole name.

54. **Medical Insurance.** With regard to providing medical insurance (health, hospital, accident, vision, orthodontic, and dental), and coverage of medical bills for the minor child, pursuant to 78B-12-212, Utah Code Annotated, it is hereby ordered that:

38. The parties shall look into insurance coverage to determine which parent may be able to obtain the best coverage for the benefit of the parties' minor child. Upon doing so, that parent shall be ordered to provide and maintain a policy of health, hospital, accident, vision, orthodontic, and dental insurance for the benefit of each of the parties' minor child, so long as available to them through their employment at a reasonable cost.

39. If both parties have health, hospital, accident, vision, orthodontic, and/or dental insurance coverage available, they shall not be required to contribute to the premiums of the other party as long as such insurance is available and maintained by each party.

40. If only one party wishes to maintain health, hospital, accident, vision, orthodontic, and/or dental insurance for the minor child, the party who can obtain adequate coverage at the lowest cost shall be required to obtain the insurance, with the other parent

paying one-half of the child's share of any premium.

41. Health insurance shall include an obligation to carry dental insurance if it is available on the same basis.

42. The party carrying health, hospital, accident, vision, orthodontic, and/or dental insurance for the minor child shall be entitled to reimbursement for one-half the cost of the premium paid on behalf of the minor child. The minor child's portion of the premium is a per capita share of the premium actually paid. The premium expense for the child shall be calculated by dividing the premium amount (the numerator) by the number of persons covered under the policy (the denominator) and multiplying the result by the number of minor children who are covered by such a policy.

43. Notwithstanding any of the foregoing provisions, neither party shall be required to maintain health, hospital, accident, vision, orthodontic, and/or dental insurance for the minor child if it is not available to them at a reasonably affordable rate.

44. With regard to contributions from either parent, neither parent shall be required to provide coverage, contributions, or co-payments for any medical, vision, or dental procedure that is incurred primarily for cosmetic purposes without their express written consent.

45. There shall be no requirement for double coverage, nor a credit given for double coverage, unless it results in a financial benefit for both parents. However if, at any point in time, a dependent child is covered by the health, hospital, accident, vision or

dental insurance plans of both parents, the health, hospital, or dental insurance of the Petitioner shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Respondent shall be secondary coverage for the dependent child.

46. The requirement to maintain insurance and/or pay any portion of the minor child's health care needs shall continue for the minor child only so long as the minor child is eligible to receive child support.

47. If a parent remarries and their dependent child is not covered by that parent's health, hospital, accident, vision, or dental insurance plan, the health, hospital, accident, vision, orthodontic, or dental insurance plan of the step-parent shall be treated as if it were the plan of the remarried parent. It shall retain the same designation as the primary or secondary plan of the dependent child, so long as it is available to them through their employment at a reasonable cost.

48. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, and/or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 602, et seq., upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The Office of Recovery Services, of any change of the insurance carrier, premium amount, or benefits within 30 calendar days of the date that the parent first knew or should have known of the change.

49. The Petitioner and Respondent shall equally share any and all out-

of-pocket costs of health insurance premiums paid for the benefit of the parties' minor child. They shall equally share the costs of any and all non-covered medical expenses, including deductibles and co-payments. This shall include any treatment for mental illness.

50. A parent who incurs health, hospital, accident, vision, orthodontic, and/or dental expenses shall provide written verification of the services rendered, as well as proof of payment of said health, hospital, accident, vision, and/or dental expenses, to the other party within thirty (30) days of payment and the other parent shall pay their one-half share within thirty (30) days of receipt of said written verification. However, in no event shall reimbursement be required until each party receives a copy of the Explanation of Benefits provided by the health or dental insurance carrier that has provided insurance coverage for any services rendered and for which reimbursement is sought.

51. Pursuant to Utah Code Annotated §78B-12-212, 1953 as amended, the parent who fails to provide written verification of the services rendered, as well as proof of payment, as provided herein, to the other parent may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses. The burden of proving that such proof of expenses has been provided shall be upon the parent claiming reimbursement.

55. **Division of Accounts.** The parties may elect that medical/dental and school expenses be created in separate accounts for payment by each parent as long as the provider receives a copy of the *Decree of Divorce* at or before the day on which the

provider first renders medical/dental services or issues a bill for school fees pursuant to Utah Code Annotated §15-4-6.7.

56. **Taxes.** It is hereby ordered that the Petitioner shall be entitled to claim the parties' minor child as a dependent for federal and state income tax purposes in even-numbered tax years, and the Respondent shall be entitled to claim the minor child as a dependent for federal and state income tax purposes in odd-numbered tax years.

57. It is hereby ordered that in the event one party would receive greater advantage from claiming any or all of the parties' minor child for income tax purposes, that party may purchase the other party's right to claim the minor child for exemption purposes by paying the non-purchasing parent all sums which that party would lose in the form of income tax refund or the payment of additional taxes by not claiming the parties' minor child for income tax purposes.

58. It is hereby ordered that the parties shall file separate federal and state income tax returns for the tax year 2025. It is hereby ordered that any refund to which either party is entitled shall be awarded to that party as his or her own separate property, free and clear of any claim by the other. It is hereby ordered that any tax liability of either party shall be the sole obligation of said party, holding the other harmless therefrom.

MISCELLANEOUS PROVISIONS

59. **Pension and Retirement Accounts.** That during the course of the marriage, the parties acquired an interest in retirement plans, defined contribution plans,

and/or defined benefit plans.

60. It is hereby ordered that each party shall be awarded their respective retirement plan(s), free and clear of any claim by the other party.

61. **Disclosure of Accounts.** It is hereby ordered that the parties shall divide any undisclosed accounts equally. More particularly, in the event either party is found to have concealed or hidden from or refrained from disclosing or revealing to the other any asset or liability of the parties, then it is hereby ordered that the other party shall be entitled to (i) such asset free of any claim of the other party and/or (ii) complete indemnification from such party with respect to such concealed liability.

62. **Mutual Restraining Orders.** It is hereby ordered that the parties shall be mutually restrained and enjoined from bothering, harassing, annoying, threatening, or harming each other at either's place of residence, employment, or any other place. It is hereby ordered that both parties shall be civil and respectful in their communications with one another. It is hereby ordered that both parties shall be restrained from making false allegations regarding the other party to professional licensing agencies, to DCFS, to police, Facebook, or other social networking sites, or otherwise in any public forum.

63. **Rule 70.** It is hereby ordered that each of the parties shall execute and deliver to the other any documents necessary to implement the provisions of the *Decree of Divorce* entered by the Court. It is hereby ordered that, should a party fail to execute a document within sixty (60) days of the entry of the *Decree of Divorce*, the other party

may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70, Utah Rules of Civil Procedure. It is hereby ordered that any document executed pursuant to Rule 70 has the same force and effect as if executed by the disobedient party.

64. **Enforcement.** The parties shall be ordered that, before being brought before the court for an enforcement action, the matter be referred to mediation and that the mediation be attended in good faith.

65. It is hereby ordered that any party that must enforce the Court's orders and is successful in its enforcement shall be entitled to attorney's fees for said enforcement.

66. **Maiden Name.** It is hereby ordered that the Respondent shall have her maiden/former name, PHILLIPS, restored to her, should she so desire.

67. **Attorney's Fees.** It is hereby ordered that each party shall assume their own costs and attorney's fees incurred in prosecuting this action.

*****END OF ORDER*****

PURSUANT TO RULE 10, UTAH RULES OF CIVIL PROCEDURE, AND RULE 4-503, UTAH RULES OF JUDICIAL ADMINISTRATION, THE DATE, SEAL, AND SIGNATURE OF THE COURT APPEAR AT THE TOP OF PAGE ONE OF THIS DOCUMENT.

NOTICE PURSUANT TO RULE 7 (j)(4) OF THE UTAH RULES OF CIVIL PROCEDURE TO THE RESPONDENT:

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that the Decree of Divorce prepared by the Petitioner shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

DATED this 1st day of April 2026.

/s/ Nathan B. Wall
NATHAN B. WALL
Attorney for Petitioner

APPROVED AS TO FORM this 1st day of April 2026.

/s/ Devon Weiler *signed with email permission*
DEVON WEILER
Petitioner

APPROVED AS TO FORM this 2nd day of April 2026.

/s/ Sharon Weiler *signed with email permission*
SHARON WEILER
Respondent

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Decree of Divorce was [X] Emailed and [X] Electronically Filed on the 1st day of April 2026, to the following:

Devon Weiler
Petitioner
Devon_weiler@yahoo.com

Sharon Weiler
Respondent, pro se
Sharon_weiler@yahoo.com

/s/ Frances I. Helsten
Paralegal