



Ally Jamerson (17621)
FONTENOT LAW, P.C.
1596 S. 500 W. Suite #200
Woods Cross, Utah 84010
Tel: (801) 312-9330
Fax: (801) 383-9612
ally@utahlawpro.com
Attorney for Petitioner

IN THE DISTRICT COURT OF UTAH
THIRD JUDICIAL DISTRICT, SALT LAKE COUNTY
450 South State Street, Salt Lake City, Utah 84114

In the Matter of the Marriage of:
MARK SHAFER,
Petitioner,

and

DIANA SHAFER,
Respondent.

DECREE OF DIVORCE

Case No. 254906562

Judge: Thaddeus May
Commissioner: Joanna Sagers

Petitioner, **MARK SHAFER**, by and through his counsel of record, Ally Jamerson of Fontenot Law, hereby submits the following Decree of Divorce. The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, does hereby find and order the following:

DECREE OF DIVORCE

1. The parties shall be granted a Decree of Divorce, final upon entry, severing the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences, pursuant to Utah Code Annotated § 81-4-405(1)(h).

CHILD CUSTODY

2. There has been one child born as issue of the parties' marriage, to wit: T.S. (born February

2021).

3. The parties shall be awarded joint legal custody of their minor child subject to the terms of the Parenting Plan below.

4. The parties shall be awarded joint physical custody of their minor child subject to the terms below.

PARENT-TIME

5. Parent-time shall be as the parties can agree. However, if they are unable to agree, the parties shall be awarded equal parent-time pursuant to Utah Code Annotated § 81-9-305, to be exercised on a 2-2-5-5 schedule, as follows:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Respondent	Respondent	Respondent	Petitioner	Petitioner	Petitioner	Petitioner
Petitioner	Respondent	Respondent	Petitioner	Petitioner	Respondent	Respondent

6. Holiday parent-time shall be as the parties can agree. However, if they are unable to agree, the parties shall be awarded holiday parent-time pursuant to Utah Code Annotated § 81-9-302(12), with Petitioner designated the custodial parent for holiday purposes only.

7. Extended parent-time shall be as the parties can agree. However, if they are unable to agree, the parties shall be awarded extended parent-time pursuant to Utah Code Annotated § 81-9-305(5), as follows:

- a. In even-numbered years, Petitioner shall make his designation before May 1st and Respondent shall make her designation after May 1st.
- b. In odd-numbered years, Respondent shall make her designation before May 1st and Petitioner shall make his designation after May 1st.
- c. If a party fails to make their designation by May 1st in their given year, the

party who provides notice first shall be given priority.

d. Each party shall make their designation at least thirty (30) days before the day on which the designated period begins.

8. Transportation shall be as the parties can agree. However, if they are unable to agree, the party whose parent-time is commencing shall be responsible for transportation.

9. Each party shall be awarded the right of first refusal in the event the other party is unable to personally care for the minor child for eight (8) hours during their parent-time. The party who is exercising the right of first refusal is responsible for transportation.

10. Both parties shall become familiar with and abide by the Advisory Guidelines as articulated in Utah Code Annotated § 81-9-202.

PARENTING PLAN

Premises

11. The parties jointly verify that this Parenting Plan is submitted in good faith.

12. The parties are dedicated parents who desire to create a relationship for the benefit of the minor child.

13. The parties agree to focus on the needs and interests of the minor child. The parties desire to give their child the opportunity to have a meaningful relationship with each party. The parties shall give their child permission to love and be proud of the other parent.

14. The parties agree to put their minor child's needs first in planning their living arrangements so as to provide the child consistency, structure, and stability.

15. The parties' time-sharing schedule shall focus on meeting the minor child's physical, emotional, and academic needs.

16. The parties agree to establish good communication and a cooperative working relationship between the two of them in order to put their minor child's needs first.

17. The parties agree to notify the other party in writing regarding any and all serious issues they have. Further, the parties agree to communicate in good faith and work together on any and all serious issues regarding the said minor child.

Ground Rules

18. The parties agree that their working relationship as parents shall be built on trust.

19. The parties agree to encourage cooperation and flexibility in their parenting relationship and to prevent resentments from accumulating between them.

20. The parties believe that open, honest, and direct communication with one another is essential to an effective parenting relationship.

21. The parties shall help and support each other in their respective parenting roles.

22. The parties give their minor child permission to love both parties.

23. The parties agree that spending quality time with their minor child is most important.

24. The parties recognize that conflict between them causes emotional trauma and pain to their minor child. The parties agree to be civil to one another in all of their future dealings.

25. The parties recognize that it is important for their minor child's emotional well-being that they hold the other party in esteem as a parent in their respective conversations.

26. The parties agree to leave the past in the past to the fullest extent possible. The parties agree to refrain from discussing adult or divorce-related issues in front of the minor child.

Time Sharing Schedule

27. The minor child shall be ready and promptly available for all visits or exchanges.

28. While the minor child is with a party, that party shall provide them with: (1) regular and

nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping quarters; and (4) appropriate medical examinations and treatment.

29. While either party is transporting the minor child, that party shall have a safe and reliable vehicle, a valid driver's license, car insurance, and age-appropriate car seats/restraints.

30. While the minor child is with either party, that party shall not engage in, nor permit the presence of any excessive alcohol consumption, unlawful drug use, sexually explicit activities, violence, and/or disrespect for law and order.

31. Additionally, the following provisions shall apply regarding a party's parent-time with the minor child:

a. Each party shall be required to provide their address, phone number, and contact information to the other at all times. Further, if a party takes the minor child from the local area during their parent-time, they shall provide the other party with advanced written notice and contact information regarding where they will be and how the other party can contact said minor child. If a party is travelling to a location without cell service, the travelling party shall notify the other party when they are travelling to the area without service and when service resumes.

b. The parties shall be required to communicate and cooperate with each other in a respectful and diplomatic manner. Each party shall be under an affirmative order not to harm, threaten, bully, and/or harass the other.

c. The parties shall do their best to use written communication when discussing issues related to their minor child. However, the parties are

permitted to call each other in the case of an emergency or other time-sensitive matter that needs immediate attention.

d. The parties shall be under such further court orders as are deemed just, equitable, and appropriate based on their conduct.

Relocation

32. If a party intends to move more than 150 miles from the other party's residence, the parties shall abide by Utah Code Annotated § 81-9-209 and all relevant case law. At the time of relocation, custody shall be re-evaluated to keep the minor child in the home and school area that she is familiar with and is nearest to family support.

33. Additionally, if either party moves beyond a 20-mile radius of Salt Lake City, Utah, they shall provide sixty (60) days' written notice to the other party, including the move date and new address. Both parties understand such a move may require modifying the parent-time schedule.

Sharing Information

34. Both parties shall have access to records and the ability to consult with providers regarding education, child care, and health care.

35. Each party shall use their best efforts to communicate and share information with the other party regarding the minor child's development, medical and dental treatment, and any other information appropriate to share with the other party.

36. Both parties shall promptly share all school-related information with the other party, including but not limited to report cards, test results, school pictures, assignments, field trip details, conference schedules, and disciplinary reports.

37. Both parties shall communicate regarding all extracurricular activities, including sports schedules, arts programs, club meetings, achievements, required equipment, transportation

arrangements, and registration deadlines.

38. The parties shall establish practical information-sharing mechanisms such as requesting duplicate communications, creating shared digital folders, maintaining a shared calendar, forwarding relevant correspondence, and promptly notifying each other about events requiring attendance.

39. Each party shall immediately advise the other of any changes in their address, telephone number, or other information pertinent to communication.

40. In order to keep the minor child out of the middle of the parties' relationship and any conflict, each party agrees to not ask the minor child about the other party, send messages to the other party through the child, disparage or degrade the other party in the presence of the child, or discuss any adult issues or divorce-related issues with or in front of the minor child. In fact, the parties shall take all appropriate measures to ensure that the minor child does not hear or see any of the custody-related issues without court order. Each party shall treat the other party with dignity and respect in the presence of the minor child. The parties shall keep their conversations short and calm when exchanging the minor child so that the minor child does not feel afraid or anxious.

41. Both parties shall support positive relationships between the minor child and appropriate significant others of the parties. Neither party shall speak negatively about these relationships and shall maintain open communication regarding any concerns that arise.

Education

42. The minor child shall attend a school which is mutually agreed upon by both parties in writing. Any change in school enrollment shall require written agreement from both parties,

considering academic quality, impact on parent-time schedule, distance from residences, the child's established relationships, and any special educational needs.

43. Both parties shall have the authority to check the minor child out of school.

44. Both parties shall have access to the minor child during school.

45. Both parties shall have equal access to school contacts, parent portals, educational decisions, and volunteering opportunities.

Religion

46. During each party's parent-time, that party shall facilitate the minor child's religious participation according to the child's preference. The parties shall ensure attendance, provide transportation, and support participation in youth activities, programs, and events within the chosen faith tradition. As the child matures, both parties shall respect and support the child's evolving religious interests or preferences.

Travel

47. If either party wishes to travel domestically (within the continental United States) with the minor child, said party shall provide at least thirty (30) days' written notice to the other party.

48. The parties shall cooperate in obtaining a passport for the minor child, promptly upon the child reaching the age of seven (7). Both parties shall cooperate in completing and signing all documents necessary to obtain a passport for the child.

49. Petitioner shall be the custodian of the minor child's passport. However, the child's passport shall be freely shared between the parties as necessary to facilitate agreed-upon international travel. Petitioner shall provide the passport at least thirty (30) days before international travel and Respondent shall return the passport within one week following the return from international travel. Delivery of the passport is mandatory, and Petitioner shall not withhold, delay, or refuse to

provide the passport so long as the requested travel complies with the terms of this Decree of Divorce. Petitioner shall not be required to provide the passport until and unless all conditions are met as delineated below.

50. The parties shall be ordered to sign Form DS-11 (or appear at the appropriate place) to apply for a passport, promptly when the child reaches the age of seven (7). If one party refuses to appear or sign the necessary forms, the court shall order that either individual parent of the minor child may apply for and obtain a passport. The U.S. Department of State shall issue the minor child a passport upon application of either parent. The parties shall equally split the cost of the passport.

51. International travel shall be restricted as follows:

- a. The minor child shall not leave the country until 2028. At that time, she shall be permitted to travel to countries in Western Europe with a “Risk Level 1” and “Risk Level 2” as determined by the United States Department of State. She shall not be permitted to travel to Colombia at this time.
- b. When the minor child is eight (8) years old, she may travel anywhere with “Risk Level 1” or “Risk Level 2” as determined by the United States Department of State. She shall not be permitted to travel to Colombia at this time.
- c. The minor child shall be permitted to travel to Colombia or any country with a “Risk Level 1” and “Risk Level 2” as determined by the United States Department of State when she is at least eleven (11) years old.
- d. The minor child shall never be permitted to travel to a country with a

“Risk Level 3” as determined by the United States Department of State.

e. The child shall not be permitted to travel to any country that is not a member to the Hague Convention.

f. Any time the minor child travels internationally, the parties shall follow the following guidelines:

- i. The parties must give express written permission. The signed, notarized, written document asserting permission to remove the child from the country must include an itinerary of travel dates; flight information; daily travel accommodations and locations; contact information; and the contact information of a third party, remaining in the United States, that will know the location of the child at all times and who subjects themselves to the jurisdiction of this court.
- ii. The document will include the third party’s consent to this court’s jurisdiction and be signed and notarized by the third party.
- iii. The travelling party shall also provide documentation of flight reservations and reservations for hotels or other overnight accommodations.
- iv. If Respondent is taking the child to Colombia, she shall provide Petitioner with the addresses and contact information for her immediate family members in Colombia.
- v. The travelling party shall file the written agreement with the court.
- vi. Further, the party who is not travelling shall be permitted to have a

phone call with the minor child each day.

- vii. The travelling party will follow all health guidelines including required or recommended medication or vaccines.
- viii. The minor child shall not travel internationally without a parent.
- ix. If either party has to initiate a cause of action to bring the minor child back to the United States, the travelling party shall be solely responsible for all of the other party's costs related to that action including but not limited to attorney fees, court costs, travel costs, service costs, international courts costs and fees, etc.

Dispute Resolution

52. The parties shall communicate, cooperate, and work together to put the minor child's interests and needs first. Each party shall be entitled to make the day-to-day decisions that are required while the minor child is with them.

53. Regarding any major decisions, the parties shall first have a good faith discussion. If after a good faith discussion they still cannot reach an agreement, they shall speak with relevant professionals and experts. If after that, the parties still disagree, they shall attend mediation with each party responsible for one-half of the costs of mediation. If after the meditation they still cannot reach an agreement, either party may then approach the court to seek judicial review at their own expense.

54. Major decisions include parenting decisions related to religion, medical, and education.

55. Once this is made an order of the court, this plan shall be in effect until further court order. Any changes to the plan shall be made in writing, dated, and signed by both parties. Until such

change is made an order of the court, this agreement shall govern any dispute.

CHILD SUPPORT

56. For purposes of child support, Petitioner's gross monthly income is \$5,833.00; Respondent's gross monthly income is \$4,148.00. Therefore, based on a joint custody worksheet, Petitioner shall pay Respondent \$77.00 per month.

57. Pursuant to Utah Code Annotated § 81-6-213, child support for a minor child shall terminate at the time: (i) the child becomes eighteen years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (ii) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Annotated Title 80, Chapter 7, Emancipation.

HEALTH INSURANCE

58. Pursuant to Utah Code Annotated § 81-6-208, the parties shall obtain health insurance for the minor child if it is available at a reasonable cost.

59. Petitioner currently maintains insurance for the minor child with a \$0.00 premium. In the event the quality of coverage or the out-of-pocket costs change, the parties shall work together to evaluate and select the best coverage option available for the minor child. The parties shall evaluate insurance options before open enrollment each year, and both parties shall share documentation of the available options and costs.

60. If, at any point in time, a child is covered by the health insurance plans of both parents, the health insurance plan of Petitioner shall be primary coverage for the child and the health insurance plan of Respondent shall be secondary coverage for the child. If a parent remarries and the child is not covered by that parent's health insurance plan but is covered by a step-parent's

plan, the health insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the child.

61. The parties shall share equally all out-of-pocket costs and the premiums actually paid by a party for the minor child's portion of insurance.

62. The parties shall equally share all reasonable and necessary uninsured and unreimbursed medical expenses incurred for the minor child, and actually paid by a party. Necessary expenses shall include deductibles, co-payments, prescriptions, required treatments, emergency care, and routine dental/vision.

63. All elective medical procedures/treatments for the minor child shall require prior written approval from both parties. So long as the parties have mutually agreed to the treatment/procedure, the parties shall equally share all unreimbursed elective expenses incurred for the minor child, and actually paid by a party. Elective expenses shall include orthodontic treatment, cosmetic procedures, and alternative/experimental treatments.

64. Pursuant to Utah Code Annotated § 15-4-6.7(1)(a), the parties shall maintain separate billing accounts with the minor child's health care providers whenever possible. If separate billing accounts are not available, a party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment. The other party shall pay their one-half of the expense within thirty (30) days after receiving the written verification.

CHILD CARE EXPENSES

65. Pursuant to Utah Code Annotated § 81-6-209, each party shall share equally the reasonable

work-related child care expenses of the parties.

66. If an actual expense for child care is incurred, a party shall begin paying their share on a monthly basis immediately upon presentation of proof of the child care expense. If the child care expense ceases to be incurred, that party may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

67. A party who incurs a child care expense shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of a provider and thereafter on the request of the other party.

68. The party shall notify the other party of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

69. Child care provided by family members shall be presumed free of charge.

EXTRACURRICULAR ACTIVITIES

70. The parties shall equally share all reasonable extracurricular activity expenses for the minor child, which are to be agreed upon by the parties in writing. This shall include but not be limited to specialized attire required for activities and any necessary transportation costs to and from the minor child's activities.

71. Extracurricular activity expenses shall be defined as expenses that benefit or enhance the minor child's development, including but not limited to: sports participation and related equipment; swimming lessons; musical instrument lessons and instruments; academic tutoring; art classes; STEM programs or camps; scouting activities; and dance or gymnastics lessons. This category shall explicitly exclude pure entertainment activities such as movie tickets, video games, or recreational outings.

72. A party who incurs extracurricular activity expenses shall provide the other party written verification of the cost within thirty (30) days. The other party shall pay their one-half of the expense within thirty (30) days after receiving the written verification.

SCHOOL EXPENSES

73. The parties shall equally share all necessary school fees, including but not limited to school lunches, books, supplies, registration fees, uniforms, transportation costs, technology costs, etc.

74. In the event the parties mutually agree that the minor child shall attend charter school at any point in the future, the parties shall equally share all tuition and costs associated with her attendance.

75. A party who incurs school expenses shall provide the other party written verification of the cost within thirty (30) days. The other party shall pay their one-half of the expense within thirty (30) days after receiving the written verification.

OTHER EXPENSES

76. The parties shall equally share all reasonable logistical expenses for the minor child. Logistical expenses shall be defined as practical costs associated with the minor child's daily life, including:

- a. Cell phone bills and devices;
- b. Vehicle-related expenses once the child reaches driving age, including insurance premiums, maintenance costs, fuel allowance, and vehicle registration fees; and
- c. Any other logistical expenses agreed upon by the parties in writing.

77. Clothing for the minor child shall not be considered a shared expense. Both parties shall be

responsible for regular clothing purchases for their minor child during their respective parent-time.

78. A party who incurs an expense under this provision shall provide the other party written verification of the cost within thirty (30) days. The other party shall pay their one-half of the expense within thirty (30) days after receiving the written verification. However, if there is a regular and recurring bill that is being divided, that shall be paid immediately upon its due date.

REAL PROPERTY

79. The parties do not share any marital real property.

PERSONAL PROPERTY

80. During the course of the marriage, the parties acquired various assets, accounts, and other items of personal property.

81. Petitioner shall be awarded his 2012 Toyota Tacoma, free and clear of any claim by Respondent.

82. Respondent shall be awarded her 2016 Hyundai Elantra, free and clear of any claim by Petitioner. The parties shall work together and take all steps necessary to remove Petitioner's name from the title by April 1, 2026.

83. Both parties shall be awarded any and all financial accounts in their own name, free and clear of any claim of the other party.

84. The parties agree to close the joint Cyprus Credit Union account and remove Respondent from the parties' joint Mountain American Credit Union Account within thirty (30) days of signing the Stipulation and Agreement (March 24, 2026). Petitioner shall be awarded all funds in the Mountain America Credit Union Account.

85. Both parties shall be awarded all of their personal effects, premarital property, and separate property.

86. For all other items of personal property, the parties shall each be awarded the personal property currently in their possession, including but not limited to furniture, clothing, household goods, etc.

DEBTS AND OBLIGATIONS

87. Each party shall be solely responsible for any debts and obligations in their own names and incurred out of their own volition.

88. The parties assert that no joint debts exist.

89. Each party shall indemnify and hold the other harmless on any and all debts or obligations that the other party is ultimately ordered to pay.

90. Pursuant to Utah Code Annotated § 81-4-406(3)(b), the parties shall notify respective creditors or obligees regarding the court's division of debts, obligations, or liabilities and regarding the parties' separate, current addresses.

RETIREMENT AND RELATED ASSETS

91. Neither party has any retirement account including, but not limited to a 401(k), IRA, pension, etc.

92. Neither party has a life insurance policy.

ALIMONY

93. Both parties are capable of supporting themselves. Therefore, neither party shall be awarded alimony now or at any point in the future.

TAXES

94. The parties shall communicate and cooperate with each other in order to file their 2025 federal and state tax returns.

95. The parties currently have an appointment with an H&R Block representative, and both parties shall attend the appointment and provide all documents necessary.

- a. The parties shall follow the advice of the H&R Block representative.
- b. If the parties are advised to file “married filing separately” for the 2025 tax year:
 - i. Petitioner shall be permitted to claim the minor child. The parties shall alternate claiming the minor child, with Petitioner claiming the minor child in odd-numbered tax years and Respondent claiming the minor child in even-numbered tax years.
 - ii. The parties shall each be awarded any refund they receive and shall each be responsible for any amount they personally owe.
- c. If the parties are advised to file jointly for the 2025 tax year:
 - i. The parties shall equally divide any refund they receive.
 - ii. If they owe any money, the party who underpaid on their taxes shall be responsible.
 - iii. The parties shall alternate claiming the minor child, with Petitioner claiming the minor child in even-numbered tax years and Respondent claiming the minor child in odd-numbered tax years.

96. Each party’s right to claim the minor child in any given year shall be contingent upon that party remaining current on their child-related obligations as of December 31st of the given tax

year. If that party is not current on their obligations, their right to claim the minor child for that tax year shall automatically revert to the other party. Child-related obligations shall be defined to mean child support, health insurance and medical expenses, child care expenses, agreed-upon extracurricular expenses, school expenses, and agreed-upon logistical expenses, as described above.

ATTORNEY FEES AND COURT COSTS

97. Each party shall pay their own attorney fees and court costs related to this case.

MISCELLANEOUS

98. At her option, Respondent shall be able to take her maiden name, family name, or any other name shall she so choose.

99. Each party shall be ordered to execute and deliver to the other the documents required to implement the provisions of this Decree of Divorce entered by the court.

100. The parties shall sign all documents necessary to comply with this Decree of Divorce within sixty (60) days from the entry of this Decree. If a party fails to sign a document within sixty (60) days, the other party may ask the court to appoint someone to sign the document.

**END OF DOCUMENT – COURT DATE AND SIGNATURE APPEAR AT THE TOP OF
THE FIRST PAGE**

APPROVED AS TO FORM:

/s/ Diana Shafer

Diana Shafer

Respondent

** Signed electronically with permission
via email from Diana Shafer.

CERTIFICATE OF DELIVERY

I hereby certify that on the 13th day of April, 2026, I e-filed and/or emailed a true and correct copy of the foregoing Decree of Divorce to the following:

Diana Shafer
1654 West Calvo Drive
West Valley City, Utah 84119
dshaf2020@gmail.com

/s/ Angela Trolia