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Attorney for Petitioner: MARK SPENCER MERKLEY

IN THE THIRD DISTRICT COURT OF SALT LAKE COUNTY
STATE OF UTAH

In the Matter of the Marriage of:	DECREE OF DIVORCE
MARK SPENCER MERKLEY,	Case No. 224904023 DA
Petitioner,	Judge: FERRE
and	Commissioner: BLOCHER
CHRISTINA CHILD,	
Respondent.	

THE ABOVE-ENTITLED MATTER, having come before this Court and the Court noting that Petitioner, with the assistance of counsel, and Respondent with the assistance of counsel, having e-filed a signed Stipulation for Decree of Divorce on May 20, 2025, and having participated in a Bench Trial before the Honorable Judge Brereton on May 22, 2025 and Court having issued its Findings of Fact and Conclusions of Law on July 21, 2025 hereby enters the following Decree of Divorce consistent with the parties' Stipulation and Court's Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED AND DECREED:

DIVORCE

1. The Petitioner is granted a divorce from the Respondent on the grounds of irreconcilable differences that have arisen between the parties herein making it impossible for the parties to be able to continue this marriage and the parties are entitled to a decree of divorce severing the bonds of matrimony between the parties herein pursuant to Utah Code Ann. §81-4-405(1)(h).

MINOR CHILDREN

2. There are two (2) minor children born as issue of this marriage, to wit: A.J.C., born September 2012, and R.W.C., born November 2015 (“the minor children”).

3. The parties shall be awarded joint physical and legal custody of the minor children. The minor children shall remain enrolled in their current schools and respective feeder schools.

4. It is anticipated that parental decisions shall be required for major issues in raising the minor children and in meeting their ongoing needs. If and when they arise, both parents shall address the issues. Each parent shall give good faith consideration to the view of the other. If the decision involves medical or schooling issues, the parties may further elect to seek input from treating physicians, children’s therapists, educators, as well as a co-parenting therapist. Both parents shall be provided with such input. The parties will then mediate the issue. If the parties cannot agree after making a good faith effort to come to an agreed upon decision, neither party shall be awarded the presumptive decision-making authority. Instead, the parties shall approach a Parenting Coordinator or Special Master first prior to asking the Court for resolution.

5. Given the order that the minor children shall remain in their current schools and respective feeder schools, neither parent is designated the primary residential parent.

PARENTING PLAN

6. Christina is awarded custodial periods with the minor children every Monday and Tuesday overnight and every other weekend. Mark is awarded custodial periods with the minor children every Wednesday and Thursday overnight and every other weekend.

7. The parent-time exchange may be conducted at an earlier time than 9:00 a.m. if necessary and if the parties agree. Pick-up and drop off shall take place primarily at the minor children's school or the children will transition between homes at 9:00 a.m. if there is no school. The parent who was responsible for the minor children the overnight just prior shall be responsible for the children until the time the children would normally be let out of school for the day, or 9:00 a.m. on the days when there is no school.

8. The parties shall have no discussion with the minor children concerning the relationship of Christina and Mark that is in any manner demeaning, disgraceful, humiliating, embarrassing, degrading, derogatory, belittling, disparaging, abusive, depreciating, or ridiculing to either Christina or Mark. The parents shall discuss their feelings, attitudes and problems, concerning each other, directly with each other and not involve their children in any such discussions. The parents shall use best efforts to ensure that 3rd parties also refrain from having such discussions with the minor children and shall remove the minor children from any such conversations.

9. If in the event either parent relocates more than 150 miles from their current

residence, the parents shall follow the provisions outlined in Utah Code §81-9-209.

10. The parents shall also adopt §81-9-202(19) of the Utah Code. More specifically, for emergency purposes, whenever the children travel with either parent, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the child(ren) or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the child(ren)'s location.

11. All communication between the parties shall be solely related to the minor children through Our Family Wizard App. All sports and other extracurricular events will be updated via the Shared Child Calendar.

12. Pursuant to Utah Code Ann. §81-9-203 et seq., the parents shall adopt the following parenting plan:

- a. For extended and holiday parent-time, the parents shall follow the schedule as set forth in §81-9-305(3)-(5) of the Utah Code and Mark shall be designated as the custodial parent for purposes of this statute only. For any applicable holiday, and only as applicable, the parent-time shall start at the end of school and end at the start of school.
- b. Each parent shall immediately inform the other party as to residence address, home, work, and cell phone numbers, email addresses and any

other important contact information, including how to be reached in the event of an emergency.

- c. If either parent has to leave the minor children with a caretaker or any other person for any overnight time period during the parent's custody or parent-time, that parent must give the other parent the right of first refusal to watch and care for the minor children during that time period. In addition, each parent shall provide the other party with his or her work schedule in order to facilitate the other parent's ability to exercise his or her right of first refusal.
- d. Both parents shall be polite and cordial and behave maturely during exchanges of the minor children.
- e. The parents shall be flexible in making temporary adjustments in their parenting plan schedule for unexpected situations. The parent seeking an adjustment shall give the other parent as much advance notice as possible and at least 24 hours, except in an emergency. The other parent shall use his or her discretion in allowing for an adjustment but shall not unreasonably refuse.
- f. Both parents shall allow liberal phone visitations and will encourage the children to call the other parent. Each parent will allow the children to contact the other parent anytime the children desire to have phone contact. Telephone contact shall not be blocked or withheld or unreasonably

limited. Each parent shall ensure that the children are given privacy when speaking to the other parent or the telephone and no recording devices shall be utilized. The parents shall agree upon using a child-friendly application (such as messagekids.com or FaceTime) to facilitate virtual parent time. Further, the children shall not be allowed to download any inappropriate applications, including, but not limited to, Snapchat or Discord, to their phones unless both parties agree. The minor children shall be allowed to have their phones at all times during the time they are with the other parent, however, each parent has the right to have the children turn in their electronic s when they go to bed for the night.

- g. Either parent may make emergency decisions regarding health and safety of the minor children.
- h. Day-to-day decisions regarding the care, control and discipline of the parties' children will be made by the parent with whom the children are residing with at the time.
- i. Neither parent shall ask, nor attempt in any way, to have the children transfer messages between the parties, either verbal or written. The parents will contact each other directly via phone or email to discuss personal or child-related issues between themselves and not involve the children.
- j. Both parents shall recognize that the best interests of the children require them to cooperate and treat each other with dignity and respect, especially

in the presence of the children. Both parents shall use their best efforts to foster the development and maintenance of a positive relationship between the children and parent by encouraging and promoting respect and good feelings towards the other parent.

- k. The parents shall notify the other when a child is ill. Neither parent shall use illness of a child as a means to frustrate the other parent's parent-time. If a child missed school because of illness, on a day the other parent is entitled to parent-time, that parent shall notify the other parent in a timely manner to make other arrangements for pick-up.
- l. The parents shall never schedule or promote to the children any special events or activities that fall on the other parent's parent-time without first obtaining permission from that parent.
- m. Each parent shall ensure that the other parent's name, address, and telephone number is provided to each and every health care provider, educational institution, and childcare provider as the children's parent. Each parent shall also ensure that the other party is listed in all records as an individual entitled to access the records, entitled to pick up or drop off the children, and entitled to be contacted in case of emergency.
- n. Each parent shall notify the other party within 24 hours of receiving notice of all school, social, sports and/or community functions in which the children are participating or being honored, and each party is entitled to

attend and participate fully. This includes, but is not limited to, extracurricular games, school holiday programs, parent-teacher conference, participation in church services, and awards, health care, and day care.

- o. Any parental duties or rights not specifically addressed in this plan should be discussed and mutually decided by both parents.
- p. 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.

13. The minor children are not currently enrolled in any extracurricular activities. The parties shall split the costs of any extracurricular activity that is mutually agreed upon in writing but allow the option of either parent to enroll a child in an extracurricular activity that is not agreed upon in writing with the understanding that the parent who enrolls the child in the activity shall be responsible for the costs of the activity and the parent who did not agree to the activity will not be forced to forfeit any of his or her parent-time to accommodate that activity.

- a. If the children have extracurricular or school activities of other performances then both parties may attend the events, however, the parties are not to interact with one another.
- b. The parent whose parent-time falls on these events shall take the child(ren) to the event and bring the child home but shall allow the child at least ten (10) minutes with the other parent after the event is over before taking the child home but the parties are not to interact with one another.

- c. Both parties are responsible for maintaining an appropriate distance from one another at these events.

14. In the event that either parent believes there may be a need to make a report to DCFS due to alleged abuse by the other party, that parent must first contact the *Guardian ad Litem* to discuss the concern.

CHILD SUPPORT

15. Mark shall pay child support to Christina in the sum of \$619 per month which is based on Mark's gross monthly income of \$13,071 and Christina's gross monthly income of \$4,167, and as calculated using the joint physical custody worksheet, with Christina having 183 overnights and Mark having 182 overnights, and pursuant to the provisions of Uniform Civil Liability for Support Act, Title 81, Chapter 6, Utah Code Ann.

- a. Unless the Court orders otherwise, support for the child terminates at (1) the time the child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. §78A-6-801, et seq.
- b. Child Support payments shall begin the month immediately following the separation of the parties. The monthly child support shall be paid one-half (1/2) on or before the 5th of each month, and the other half on or before the 20th day of each month, unless custodial parent uses the office of Recover

Services to collect support. Child support due and not paid for on or before the 5th day of the month is delinquent on the 6th day of the month. Child support is due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

- c. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. Chapter 62A-11 parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-5011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the office of Recovery Services shall be paid by Mark.

16. In accordance with Utah Code §81-9-101(4), the parties shall equally share the minor children's school fees and expenses and costs associated with activities the minor children

are involved in at school. Each party shall also pay one-half (1/2) of any other agreed upon extracurricular expenses for the minor children.

DEPENDENCY EXEMPTIONS

17. The parties shall each claim one (1) minor child as a dependent for income tax purposes each and every year with Mark claiming A.J.C. and Christina claiming R.W.C. When Mark is no longer able to claim A.J.C., the parties shall alternate claiming R.W.C. with Christina claiming the child the first year. Mark's ability to claim any minor child is conditioned on him being current in his child support obligation during the year that he desires to claim any exemption.

ALIMONY

18. Under the plain language of the parties Prenuptial Agreement executed on December 30, 2021, Christina is entitled to alimony in the amount of \$2,000.00 per month for a period of three (3) years following entry of the Decree of Divorce.

19. Mark is obligated to pay \$72,000.00 in alimony under the terms of the Prenuptial Agreement reduced by the \$17,459.00 that Mark has paid Christina in alimony from February 2023 through August 2025 which leaves the remaining amount of alimony owed to Christina at \$54,540.12.

20. Mark shall pay the remaining \$54,540.12 in alimony to Christina in the amount of \$1,515.00 per month for the next thirty-six (36) months.

MEDICAL INSURANCE & EXPENSES

21. Pursuant to Utah Code §81-6-208, et. Seq., each party shall provide the minor

children with medical and dental insurance coverage, if available at a reasonable cost.

- a. Each party shall share equally the out-of-pocket costs of the premium actually paid for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. However, if both parties are providing health insurance for the minor children, then each party shall be responsible for his or her own out of pocket monthly premium and shall not seek reimbursement or offset from the other parent.
- b. Each party shall pay one-half (1/2) of all reasonable and necessary uninsured medical or dental expenses incurred on behalf of the minor children, including, but not limited to, orthodontia, vision correction, and psychological services, if necessary.
- c. Neither party shall incur any medical expense over \$500 without the other parent's approval unless it is an emergency.
- d. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parties, the health, hospital, or dental insurance of the party with the best coverage shall be primary coverage for the dependent children and health, hospital, or dental insurance plan of the

other party shall be secondary coverage for the dependent child. If a party remarries and his or her dependent child are not covered by the parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried party and shall retain the same designation as the primary or secondary plan of the dependent child.

- e. The party ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 et seq., upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The party shall notify the other party, or the Office of Recovery Services of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he/she knew or shall have known of the change.
- f. The 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.
- g. In addition to any other sanctions provided by the Court, a party incurring medical expenses may be denied the right to receive credit for expenses or to recover the other party's share of the expenses if that party fails to comply with above.

CHILDCARE PROVISION

22. Each parent is responsible for any and all childcare costs incurred during that party's custodial periods.

REAL PROPERTY

23. The parties acquired no real property to be divided by this court.

PERSONAL PROPERTY

24. During the marriage the parties have acquired certain items of personal property, including retirement, profit sharing and pension plans, which shall be divided as set forth in the parties' Prenuptial agreement, filed herewith.

25. All savings, investments, retirement accounts, and all other property listed on the schedules attached to the Prenuptial Agreement as separate property shall be awarded to that party who brought such property into the marriage, including any appreciation, income or other increase to such property.

DEBTS & OBLIGATIONS

26. There are no joint accounts to be divided. Each party shall be responsible for any and all debts in his or her name, holding the other party harmless therefrom.

27. Each party shall be solely responsible for any debt incurred by him or her after the date of divorce herein, holding the other party harmless therefrom.

28. The parties shall provide a certified copy of the final *Decree of Divorce* to all creditors pursuant to Utah Code Ann. §81-4-406(3)(b) and do any follow-up necessary to effectuate these statutes.

MISCELLANEOUS PROVISIONS

29. Each party shall be ordered to execute and deliver to the other party any documents (e.g., deeds, titles, etc.) necessary to implement the provisions of the Decree of Divorce entered by this Court.

ATTORNEY FEES

30. Each party shall pay his or her own attorneys' fees they have incurred.

END OF ORDER

In accordance with E-filing Standards 4.1 and 5.4 of the Utah State District Courts and Rule 10(e) of the Utah Rules of Civil Procedure, this document does not bear the handwritten signature of a judicial officer but instead displays an electronic signature at the top of the first page of this document.

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, you are hereby notified that the forgoing will be sent to the Court for signing upon the expiration of seven (7) days from the date of this notice, plus three (3) days if service is by mail, unless a written objection is filed with the

Court prior to that time.

DATED 15th of August 2025.

/s/ Seth A. Floyd
SETH A. FLOYD
Attorney for Petitioner

Approval as to Form:

Joseph Lee Nemelka
Attorney for Respondent

/s/ Delavan Dickson (signed by Seth A. Floyd with permission provided by Delavan Dickson via email on August 19, 2025)

Delavan Dickson
Guardian ad Litem

CERTIFICATE OF SERVICE

I hereby certify that on **August 15, 2025**, I served a true and accurate copy of the foregoing document identified as **DECREE OF DIVORCE** on the following named persons by email:

Joseph Lee Nemelka
Attorney for Respondent
joenemelka@comcast.net

Delavan Dickson
Guardian ad Litem
team@jcfamlaw.com

DATED: August 15, 2025

/s/ Seth A. Floyd