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

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In the matter of the marriage of:

MARIENE ELENA MORA VIVAS,

Petitioner,

and

ANTHONY ALLAN VALLES,

Respondent.

**DECREE OF DIVORCE**

Civil No. 254904185

Judge: Hon. Kara Pettit

Commissioner: Hon. Michelle Blomquist

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The Court having reviewed the pleadings, the *Findings of Fact and Conclusions of Law*, and the *Stipulation and Settlement Agreement*, filed on February 9, 2026, having been fully apprised in the premises, hereby submits this *Decree of Divorce* and ORDERS, ADJUDGES AND DECREES as follows:

**PARITES, JURISDICTION, AND VENUE**

1. Jurisdiction. Petitioner and Respondent are actual bona fide residents of Salt Lake County, State of Utah, and have so resided for at least three (3) months immediately prior to the commencement of this action.
2. Marriage. The parties are husband and wife, respectively, having been married to

each other on August 28, 2021, in Salt Lake County, State of Utah.

3. Separation. The parties separated on or about June 25, 2025.

4. Children. The parties are the parents of one (1) minor child: L.D.V., born February of 2023 (herein referred to as the “minor child”). There are no other children of this marriage, natural or adopted, and the parties do not anticipate additional children of their marriage.

5. The minor child is a resident of Salt Lake County, State of Utah, and have so resided for at least six (6) months immediately prior to the commencement of this action and have resided in no other state. Accordingly, Utah is the home state of the minor child pursuant to Utah Code § 78B-13-201(1)(a).

6. Neither party is on active duty with the military and the Servicemembers Civil Relief Act contained in 50 USC Appx. § 501 et seq, does not apply.

7. Furthermore, the parties hereby appear and stipulate to the jurisdiction of the Court.

8. As such, jurisdiction and venue are properly with this Court pursuant to Utah Code Ann. § 78A-5-102(3).

### **DECREE OF DIVORCE**

9. The parties are hereby divorced, one from the other.

### **CHILD CUSTODY AND PARENT TIME**

10. Physical Custody: The parties are awarded joint physical custody of the minor child. Parent-time shall be as the parties agree. If the parties cannot agree, parent-time shall be

pursuant to Utah Code Ann. § 81-9-303, except as modified herein.

	MON	TUES	WED	THUR	FRI	SAT	SUN
WK 1	MOM	MOM	MOM	DAD (Starting 6pm)	DAD	DAD	MOM (Starting 6pm)
WK 2	MOM	MOM	MOM	DAD (Starting 6pm)	DAD	MOM (Starting at 9am)	MOM
Wk 3	MOM	MOM	MOM	DAD (Starting 6pm)	DAD	DAD	DAD (Drop off to school/dayc are on Monday or 9am if no school)
WK 4	MOM	MOM	MOM	DAD (Starting 6pm)	DAD	DAD	MOM (Starting 6pm)

- a. Exchanges shall take place dropping off and picking up from daycare or school, if possible. If daycare or school exchanges are not possible, the exchange shall take place at the time designated above at a midway location that the parties agree to in writing.
- b. If either party is unable to personally watch the child during their parent-time for a period of 8 hours or more, that party shall notify the other first to offer the other party to watch the child. If that parent is not available or willing to provide the child care for the child, then the party whose parenting day it is will be

responsible to find an alternative care provider. The other party shall be informed of the alternative care provider. A parent exercising the right of first refusal shall be responsible for all transportation.

11. Legal Custody: The parties are awarded joint legal custody of the minor child.

Major decisions concerning the children’s general welfare, education, non-routine medical treatment, and religious training shall be made jointly by the parties.

- a. Dispute Resolution: If the parties disagree on a major decision regarding the child, the parties will first consult with an appropriate professional or relevant individual about the issue—doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, the parties will attend mediation to attempt to resolve the disagreement. If mediation fails, either party may bring the issue to the Court. The parties will share the cost of mediation equally.

12. Holiday Parent-Time:

- a. The parties shall exercise holiday parent-time as they agree. If they cannot agree, holiday parent-time shall be pursuant to Utah Code Ann. § 81-9-302, and as designated below

b. Utah Code Ann. § 81-9-302 Holiday Schedule:

Holiday	Holiday Time Period	Respondent	Petitioner
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday.	Odd years	Even years

	(2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
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.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following	Even years	Odd years

	Juneteenth National Freedom Day.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years

Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

13. Summer Parent-Time: The parties shall exercise summer parent-time as they agree. If the parties cannot agree, summer parent-time shall be pursuant to Utah Code Ann. § 81-9-305 as follows:

- a. Each year, a parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.
  - i. For even years, Petitioner shall make her designation at any time and Respondent may make a designation after May 1. Respondent shall make his designation by May 15.
  - ii. For odd years, Respondent shall make his designation at any time and Petitioner may make a designation after May 1. Petitioner shall make her designation by May 15.
  - iii. If a party fails to timely make a designation of summer time as provided herein, the party forfeits their right to the first selection. In the event that both parties fail to timely make a designation, the party that makes a designation first shall have the right to make the first selection.
- b. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins.

- c. The two consecutive weeks take precedence over all holidays except for Mother's Day and Father's Day.

#### **PARENTING PLAN**

14. Both Petitioner and Respondent shall be obligated to follow the policies, intent, definitions, and guidelines provided in Utah Code Ann. § 81-9-202 et seq., except as modified herein.

15. Petitioner shall be considered the residential parent for purposes of school selection and enrollment for the minor child.

16. The parties wish to maintain consistency in the child's schedule. The parties shall take reasonable steps and make reasonable accommodations to achieve this common parenting goal.

17. The parties shall be entitled to contact the minor child by telephone, email, and/or other means of virtual communication as is reasonably available. Such contact shall be at reasonable hours and for reasonable duration.

18. The parties shall discuss and resolve any parent time issues among themselves, and such issues shall not be discussed with the minor child by any means.

19. All communications between the parties shall be civil in nature and shall be kept to emailing and text messages. Voice telephone contact shall be utilized between the parties only in case of an emergency involving the minor child.

20. The parties shall refrain from speaking negatively about one another in the presence of the minor child, and the parties shall not discuss the custody and parent time



schedule or any legal actions with, or in earshot of, the minor children. The parties shall also require other third parties that come into contact with the child to refrain and this restriction shall extend to all social media and networking websites and forums to which the child may have access.

21. The parties shall communicate with each other regularly to discuss the needs and progress of the minor child. Both parties shall keep each other informed of the minor child's significant events that will occur during their respective parenting time. The parties shall also keep each other informed of any medical needs or health conditions as well as the child's emotional well being.

22. The parties shall each ensure that the child is properly supervised, clothed, and fed during their respective parent time. Each parent shall provide for the necessities of the minor child while the child is in his or her care without relying on the other parent or using the items in the possession of the other parent for the minor child.

23. Both parties shall respect the minor child's schedule and shall not interfere with the other parent's plan during that parent's parenting time.

24. Special consideration shall be given by each party to make the minor child available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the minor child or in the lives of either parent which may inadvertently conflict with the parent time schedule.

25. Should either party desire to travel overnight with the minor child, the parties shall give the other party thirty (30) days advance notice of travel and provide an itinerary and

contact information for a third party who will know the children's whereabouts when traveling with the children. Travel with the child shall not take precedence over the other party's parent time.

26. Only the parties shall administer discipline if necessary. No third parties shall discipline the child. No corporal punishment shall be administered in any form.

27. Each party shall keep the other party advised of his/her current address and telephone number, and if possible, advise the other party no less than sixty (60) days in advance of any move.

28. If either party relocates more than 50 miles from the other, the provisions of Utah Code § 81-9-209 shall apply.

29. Subject to the legal custody award herein, should the parties have a dispute regarding the parenting of the child, the parties will mediate the dispute prior to seeking court intervention.

30. Neither party shall do anything that would estrange the child from the other parent. Neither party shall do anything that would impair the child's love and respect for the other parent.

31. Neither party shall consume alcohol in excess or illegal substances or misuse prescription medication immediately prior to or during their parent time with the minor children.

32. Neither party will allow the minor child to be in the presence of drugs, or any party abusing drugs or alcohol.

#### **CHILD SUPPORT**

33. Petitioner gross monthly income is \$6,431 for child support purposes.

Respondent's gross monthly income is \$4,680 per month for child support purposes.

34. Pursuant to the joint custody child support worksheet, with Petitioner having 194 overnights and Respondent having 171 overnights, Respondent's monthly child support obligation is \$25 per month, beginning March 1, 2026.

35. Child support is payable one-half on the 5<sup>th</sup> day of each and every month, and one-half on the 20<sup>th</sup> day of each month.

36. Child support shall continue until (1) the child reaches eighteen (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 otherwise emancipated.

37. The party paying child support shall be entitled to mandatory income withholding relief, pursuant to Utah Code Ann. § 81-6-202(1)(f).

#### **CHILD INSURANCE AND MEDICAL EXPENSES**

38. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child in accordance with Utah Code Ann. § 81-6-208.

39. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the 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. This amount shall be automatically deducted from or added to the child support paid or owed.

40. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

41. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

42. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that 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 parent and shall retain the same designation as the primary or secondary plan of the dependent children.

43. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no

compensation from the other party for the premium.

44. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

#### **CHILD CARE EXPENSES**

45. Should it be necessary to incur a work-related child care expense, pursuant to Utah Code § 81-6-209, each party shall pay one-half (1/2) of all reasonable and necessary work-related childcare expenses incurred. The party incurring a child care expense shall give the other party notice of all incurred child-care expenses, the name and contact information for any childcare provider, and reimbursement for those expenses and continued monthly payments shall be made pursuant to Utah Code Ann. § 81-6-209, if possible.

#### **SCHOOL AND EXTRACURRICULAR EXPENSES**

46. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. Extracurricular activities shall not interfere with parent time unless expressly agreed to in writing by the parent whose parent time is affected. The parties shall pay the providers directly if possible. If it is not possible to pay the providers directly, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who

incurs an expense for a child's extracurricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

47. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school; however, this amount does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible to pay the school directly, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

#### **TAX EXEMPTIONS**

48. The parties will alternate who shall be entitled to claim the minor child for dependency exemptions for both state and federal tax purposes for child credit/dependency exemption purposes.

49. Petitioner shall claim the minor child on odd tax years. Respondent shall claim the minor child on even tax years.

50. The parties shall file their 2025 taxes in the category of married filing separately and each party shall be awarded any refund or liability, free and clear of any claim from the

other. Each party shall hold the other party harmless on any future tax liabilities.

51. After the 2025 tax year filing period, the parties shall file separately/individually, free and clear of any claim from the other. Each party shall hold the other party harmless on any future tax liabilities.

### **BUSINESS INTERESTS**

52. During the course of the marriage, the parties obtained an interest in the business MVivas Office.

- a. Petitioner shall be awarded all right, title, equity, and interest in the business MVivas Office, free and clear of any claim from Respondent now and forever in the future.
- b. Petitioner shall hold Respondent harmless from all liabilities associated with the business MVivas Office. Petitioner shall indemnify and hold Respondent harmless from the business MVivas Office.

53. During the course of the marriage, the parties obtained an interest in the business N8V SON Screen Printing.

- a. Respondent shall be awarded all right, title, equity, and interest in the business N8V SON Screen Printing, free and clear of any claim from Petitioner now and forever in the future.
- b. Respondent shall hold Petitioner harmless from all liabilities associated with the business N8V SON Screen Printing. Respondent shall indemnify and hold Petitioner harmless from the business N8V SON Screen Printing.

### **REAL PROPERTY**

54. During the course of the parties' marriage, the parties obtained an interest in the real property located at 11983 S El Capitan Lane, Herriman, Utah 84096 (the "Utah Property").

a. The parties interest in the Utah Property is based on a finance to own agreement. The Utah Property is recorded in Karina J. Bassett name, which individual is acting in the capacity as the seller and lender. The parties understand that there is not a traditional mortgage on the Utah Property but there is a mortgage note with Karina J. Bassett.

b. The parties stipulate and agree that they intend to give Petitioner an opportunity to assume or otherwise remove Respondent from the mortgage note and own the Utah Property free and clear. The parties shall cooperate to sign or otherwise cooperate to facilitate this process and intended result.

c. Petitioner is awarded permanent, exclusive use, and possession of the Utah Property.

d. In the event that Petitioner is unable to qualify to assume or otherwise remove Respondent from the mortgage note on the Utah Property within 180 days of this agreement, the Utah Property shall be listed for sale by a realtor of Petitioner's choosing. However, if Respondent fails to timely cooperate to sign or otherwise cooperate to facilitate the assumption/removal of his name from mortgage note process, Petitioner's time to seek to qualify to assume or otherwise remove Respondent from the mortgage



note will be extended an additional 180 days. Furthermore, if a sale becomes necessary, the manner of and amount of the sale shall be solely determined by Petitioner.

e. In the event the Utah Property is sold, and there are proceeds, the proceeds from the sale shall be divided as follows:

i. First, all realtor fees, closing costs, liens, loans, mortgages, and fees and costs associated with the sale of the Utah Property shall be paid.

ii. Second, Petitioner shall be awarded her downpayment and mortgage payments that she made solely in the amount of \$66,630.24. If there is not enough equity to cover the full \$66,630.24, then Petitioner will receive all the equity available from the proceeds of the sale.

iii. Third, in the event there is remaining equity after Petitioner is reimbursed \$66,630.24, the remaining equity shall be equally split between the parties.

f. In the event the Utah Property is sold, and there is a resulting liability or obligation owed, the parties shall split the liability owed on the Utah Property equally.

55. The parties shall cooperate to effect the transfer of utilities and other services related to this property to Petitioner no later than seven (7) days following the execution of this agreement.

#### **PERSONAL PROPERTY**

56. The parties are awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as follows:

- a. The parties will work together to divide any personal property not currently in their individual possession or under their individual control. If the parties cannot agree on division of this personal property, they shall return to mediation and share the cost equally.
- b. Petitioner shall be awarded the full and exclusive use of her 2006 Lexus GS 300, free and clear of any claim from Respondent, and hold Respondent harmless therefrom. Petitioner is awarded all right, title, and interest in said vehicle. The parties will cooperate to put car insurance and car title solely in Petitioner's name within 14 days.
- c. Respondent shall be awarded the full and exclusive use of his 2021 Subaru Crosstrek, free and clear of any claim from Petitioner, and hold Petitioner harmless therefrom. Respondent is awarded all right, title, and interest in said vehicle. The parties will cooperate to put car insurance and car title solely in Respondent's name within 14 days.

**INVESTMENT, RETIREMENT, AND BANK ACCOUNTS, AND SECURITIES**

57. The parties have acquired certain bank, investment, and/or retirement accounts during the course of the parties' marriage. The parties shall separate, close, and/or remove the other party from any joint account as designated herein. The parties shall maintain their individual accounts, free and clear of any claim by the other party.

Account:	Award:
Wells Fargo *1669	100% Petitioner

Bank of America *1213	100% Petitioner
Canyon View Credit Union *0943 (all accounts)	100% Petitioner
Primerica *7296 (all accounts)	100% Petitioner
Primerica *2979	100% Petitioner
Primerica *3066	100% Petitioner
America First Credit Union *0448 (all accounts)	100% Respondent
Canyon View Credit Union *0742	100% Respondent

### **DEBTS**

58. Debts and obligations shall be paid as follows:

<b>Debt:</b>	<b>Obligated party:</b>
Credit One Bank *5063	100% Petitioner
Canyon View Credit Union *0693	100% Petitioner
Amazon Prime Credit Card	100% Respondent
Canyon View Credit Union *0742 (Subaru loan)	100% Respondent

59. The responsible party shall be required to indemnify the other and hold the other harmless from any loss, damage, demand, or claim of any kind arising from his or her failure or neglect to do so.

60. The parties shall also be ordered to notify creditors or obligees of the Court's division of debts or obligations and to give creditors the parties' separate, current addresses. The parties shall keep any and all joint related debts current and in good standing with the creditors.

61. In addition to a creditor's duties as a secured party under Utah Code Ann. §70A-

9-112 and the creditor's duties as a trustee or beneficiary of a trust deed under Utah Code Ann., Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under Utah Code Ann. §§ 81-4-501 or 81-4-204 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by the court order or by other written notice, must provide to the debtors individually all statements, notices and other similar correspondence required by law or by the contract.

62. With respect to a debtor who is not ordered by the court under Utah Code Ann. §§81-4-501 or 81-4-204 to make payments on a joint obligation, no negative credit report under Utah Code Ann. §70C-7-107, and no report of the debtor's repayment practices or credit history under Utah Code Ann., Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of the court's order unless the creditor has made a demand on the debtor for payment because of the failure to make payments by the debtor, who is ordered by the court to make the payments.

63. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.

64. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

65. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

#### **ALIMONY**

66. Neither party shall be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

#### **PROTECTIVE ORDER**

67. The parties agree that the *Modified Protective Order* in Case No. 254903735 shall be dismissed, with prejudice. The parties shall execute and cooperate in delivering to the other and to the court such documents as are required to dismiss the *Modified Protective Order*.

#### **MUTUAL RESTRAINING ORDER**

68. Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection for the minor child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, or a significant other of either parent, speaking to the minor child about the issues in this matter, or from attempting to influence the child's preference regarding custody or visitation. Demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not. Both parties shall be restrained from making visitation arrangements

through the minor child.

69. Both parties are restraining from committing, trying to commit or threatening to commit any form of violence against either party. This includes stalking, harassing, threatening, physically hurting, or causing any other form of abuse that could cause injury.

70. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child, or in the presence of the minor child.

71. Harassing, annoying, or otherwise bothering the other party includes, but is not limited to: contacting the other party from any mechanism of communication without stating who the contacting party is; sending communications to the other party outside of the regular channels of communication; contacting the other party about any matter not related to the minor children or Decree of Divorce; instructing or authorizing any third party to contact the other party unless there is an emergency or the third party is a childcare or medical care provider; and using a “burner” phone or fake text messages to contact the other party.

72. Neither party shall use alcohol in excess, illegal drugs, or abuse prescription drugs within 24 hours prior to or during parent time with the minor children. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under the mutual restraining order and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the minor children from such circumstances.

#### **MISCELLANEOUS**

73. Execution: Each Party shall execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the Decree of Divorce hereafter to be entered by the court.

74. Divorce Education: Both parties will take the Divorce Education Class and Divorce Orientation Class as required in Utah Code Ann. 81-4-105.

75. Attorney's Fees. Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

76. Prior to the filing of any Petition to change any provision of the Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

**\* \* \* END OF DECREE OF DIVORCE \* \* \***

**Pursuant to Rule 10(e) of the Utah Rules of Civil Procedure, these proposed DECREE OF DIVORCE will be entered by the Court's Signature at the top of the first page.**

**NOTICE PURSUANT TO RULE 7(j)(4) OF THE UTAH RULES OF CIVIL PROCEDURE TO RESPONDENT:** Notice is hereby given that pursuant to Rule 7(j)(4) of Utah R. Civ. P., this order prepared by Petitioner's Counsel 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.

APPROVAL AS TO FORM:

/s/ Daniel Heaps

*Daniel Heaps, Attorney for Respondent*

*Signed by Wyatt A. Kirk with written permission of  
Daniel Heaps on February 19, 2026.*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 19th day of February 2026, a true and correct copy of the foregoing proposed **DECREE OF DIVORCE** was sent via electronic mail to the following:

Daniel Heaps  
*Attorney for Respondent*

/s/ Elyssa R. Childs  
*Paralegal for Wyatt A. Kirk*