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| <p>IN THE THIRD JUDICIAL DISTRICT<br/>COURT IN AND FOR<br/>SALT LAKE COUNTY, STATE OF UTAH</p>    |   |
| <p>In the Matter of the Marriage of<br/>Megan Ranee Frost,<br/>&amp;<br/>Alexander Ray Frost.</p> | <p><b>DECREE OF DIVORCE</b><br/><br/>Civil No. 264901010<br/>Judge Barry Lawrence<br/>Commissioner Kim Luhn</p> |

COMES NOW, Megan Ranee Frost (“Mother”) and Alexander Ray Frost (“Father”) (collectively, “the parties”) having reached an agreement resolving all issues in their divorce and presented it to the court. The Court having reviewed the stipulation now finds as follows:

### **FINDING OF FACTS**

#### **JURISDICTION & GROUNDS**

1. The parties married on or about October 19<sup>th</sup>, 2020, and are currently married.
2. During the marriage the parties resided in Utah.
3. Mother resided in Salt Lake County for at least three months immediately before the start of this case.
4. During the marriage the parties experienced difficulties that are

irreconcilable and make continuation of the marriage impossible. Accordingly, the court shall grant a divorce.

5. The parties have one minor child together (hereinafter, “minor child”): RFF, born November 2019 (Age 6).

6. The minor child has resided in Utah for at least six months immediately before the start of this case.

7. Neither party has participated as a party or witness or in any other capacity in any other proceeding concerning the custody of the minor child that would affect this case.

8. Neither party knows of any person, not a party to these proceedings who has physical custody of the minor child or who claims rights of custody of the minor child.

9. Neither party has information of any proceedings that could affect the current proceedings, including proceedings related to enforcement, domestic violence, protective orders, termination of parental rights, or adoptions.

#### **PARENTING PLAN**

10. **Legal Custody.** The parties shall share joint legal custody of the minor child, with Megan to have Final Say, subject to the provisions of the Major Decisions paragraph.

11. **Physical Custody.** Mother shall be awarded primary physical custody of the minor child.

12. **Regular Parent-time.** The parties shall rotate overnights with five overnights for mother, followed by two overnights for Father with Father's overnights coinciding with his time off work.

13. **Summer Parent-time.** Each party shall have up to two weeks of parent-time during the summer, which may be consecutive. Each party must provide his or her preferred summer dates to the other party by May 1 of each year. Mother's preference shall have priority in even-numbered years, Father in odd.

14. **Holiday Parent-time.** The parties shall follow the holiday schedule outlined in section 81-9-303 of the Utah Code with Father designated as the "non-custodial parent" for the purposes of rotating holidays pursuant to section 81-9-303.

15. **Virtual Parent-time.** Each party shall be entitled to unmonitored virtual parent-time (telephone and video chat) with the minor child at reasonable times.

16. **Relocation.** If a party wishes to relocate more than 60 miles from the residence of the other party, the relocating party shall provide notice to the other party at least 60 days before the day on which the relocating party intends to relocate. A party's parent-time may not be interrupted by a relocation without written agreement of the parties or order from the court. All future moves will continue to prioritize the child's stability, access to schooling, and overall best interests.

17. **Parent-time Exchanges.** The party commencing parent-time shall pick up the child from the school, or from the other party's residence if the child is not in school. If a party requests it, parent-time exchanges may take place at a neutral location (e.g., police station, public parking lot). Parties shall arrive on time. Parties shall not have conflict, arguments, or discuss any legal issues while exchanging the minor child. The minor child shall not be used as a messenger or delivery person. All parent-time exchanges shall be civil. Each party shall maintain safe and reliable transportation when the child is present, including necessary safety equipment (e.g., car seat).

18. **Travel.** A party wishing to travel out of state with the minor child must provide reasonable notice of the following:

- a. Dates of travel.
- b. Destination.
- c. Contact information for a third party that is aware of the travel plans.

19. **Events.** The parties agree to accommodate and make the child available to attend special events (e.g., reunions, weddings, birthdays, etc.) that may otherwise conflict with the other party's parent-time provided it's not over uninterrupted parent-time, make-up time is provided, and the other party is given at least 7 days' notice.

20. **Education.** Mother's residence shall be designated as the "home residence" for the purposes of school registration. Each party shall have all access to

the child's teachers, school administrators, records, etc. Each party shall have the authority to check the minor child out of school. However, the minor child shall not miss school to exercise parent-time absent an agreement from the other party or order of the court.

21. **Communication.** All communication between the parties shall be restricted to co-parenting topics. All communication shall be civil in nature. The parties shall consider using a shared calendar to track events and scheduling for the minor child.

22. **Information.** Each party shall have complete access to the child's medical records, health information, health insurance, school records, etc. If a party learns of an appointment or event for the child, that party shall notify the other party—placing the event on a shared calendar to which both parties have access shall be sufficient notice. Each party shall be able to attend medical appointments, dental appointments, parent-teacher conferences, etc.

23. **Romantic Partners.** To ensure the child's emotional stability and minimize any unnecessary disruption, the parties stipulate and agree as follows:

- a. Neither parent may introduce a new romantic partner until the relationship has existed for six (6) consecutive months and written notice has been provided to the other parent at least two (2) weeks prior to the meeting date.
- b. The introducing parent shall be physically present at the child's first

meeting with the new partner and must ensure the meeting occurs in a child appropriate setting.

- c. Where reasonably possible, the introducing parent shall allow the other parent an opportunity to meet the partner beforehand, for transparency and co-parenting consistency.
- d. New romantic partners shall (i) conduct themselves appropriately in the child's presence; (ii) shall not administer discipline beyond normal supervision; (iii) shall not attend exchanges unless mutually agreed upon; (iv) shall respect all existing court orders
- e. Overnight visits from a new romantic partner shall not occur during the introduction period unless both parents agree in writing

24. **Day-to-Day Decisions.** Each party shall have authority to make day-to-day decisions for the minor child when the minor child is in her or her custody.

25. **Emergency Decisions.** Each party shall have authority to make emergency decisions for the minor child when the minor child is in his or her custody and shall notify the other party as immediately as possible.

26. **Major Decisions.** The parties shall collaborate to make major decisions for the minor child. Major decisions are decisions regarding education, school selection, major medical decisions, elective medical decisions, religious upbringing. If the parties disagree on a major decision, each party will communicate his or her position in writing to the other party. Each party will consider the other

party's position. If they remain at odds, the parties shall attend mediation. Thereafter, if the parties remain at odds, Mother may have authority to make an initial decision; if Father disagrees with Mother's decision, he may bring the matter to the court for the court to review which decision is in the child's best interest.

27. **Co-Parenting Restraints.** Each party shall be restrained as follows:
- a. From harassing, intimidating, or verbally abusing the other party.
  - b. From engaging in any physical aggression towards the other party.
  - c. From engaging in coercive or controlling behavior towards the other party.
  - d. From exposing the minor child to marital conflict and destructive behavior.
  - e. From discussing legal issues to or in front of the minor child.
  - f. From saying or doing anything to or in the minor child that would tend to lessen the affection the child has for the other party.
  - g. From using the child as a messenger or delivery person.
  - h. From otherwise placing the minor child in the middle of the parties' disputes.

**End of Parenting Plan**

**CHILD SUPPORT ORDER**

28. **Monthly Child Support.** Child support shall be calculated based upon the following gross incomes: Mother \$9,500/month; Father \$7,200/month. Child support shall be calculated on a joint custody worksheet. Solely for the purposes of calculating child support, the joint worksheet shall allocate 234 overnights to Mother and 131 overnights to Father, resulting in a base child support award of \$530/month. Child support shall be paid, may be modified, and terminates pursuant to section 81-6-101 *et seq* of the Utah Code.

**Health Insurance**



29. **Health Insurance Premiums.** The parties shall equally share the out-of-pocket cost actually paid for the child's portion of the health insurance premium pursuant to section 81-6-208 of the Utah Code. The parties agree that the minor child shall remain on Mother's health insurance. For notice and reimbursement for health insurance, the parties shall follow section 81-6-208 of the Utah Code.

30. **Out-of-Pocket Health Expenses.** The parties shall equally share the reasonable out-of-pocket health expenses for the minor child. For notice and reimbursement of health expenses, the parties shall follow section 81-6-208 of the Utah Code.

#### **Other Expenses**

31. **Extracurricular Activities.** The parties shall equally share the out-of-pocket costs of agreed-upon extracurricular activities for the minor child. If a party does not agree to share the cost of an extracurricular activity, the other party may still enroll the child in the activity at his or her own cost; however, attendance at such an activity is not obligated during the non-agreeing party's parent-time.

32. **Childcare Costs.** The parties shall share the out-of-pocket costs of reasonable, work-related childcare pursuant to sections 81-6-209 and 209.5 of the Utah Code.

33. **Tax Credits/Exemptions.** The parties shall equally divide the right to claim and receive any tax benefits or credits associated with the minor child: Mother in even-numbered tax years; Father in odd.

### **Marital Estate**

34. **Personal Property.** Each party shall be awarded his or her personal property and effects. The parties have already divided personal property. Each party shall be awarded the personal property each has in his or her possession free and clear of any claim from the other party. Each party shall be restrained from entering the residence of the other party unless invited to do so by the other party in writing.

35. **Financial Interests.** The parties have already divided the marital financial interest. Each party shall be awarded the financial interests each has in his or her own name free and clear of any claim from the other party.

36. **Separate Property.** Each party shall be awarded his or her own separate property, inheritances, gifts, and premarital property.

37. **Debts.**

- a. Mother shall be solely responsible for, and shall indemnify and hold Father harmless from the following:
  - i. All debts and obligations secured by or associated with the  
2020 Subaru Outback;
  - ii. American Express Platinum Travel Card;
  - iii. Capital One Savor Credit Card;
  - iv. Capital One Quicksilver Credit Card;
  - v. Sallie Mae Student Loans;
  - vi. Ed Financial Student Loans; and
  - vii. All debts and obligations secured by or associated with

property awarded to Mother.

b. Father shall be solely responsible for, and shall indemnify and hold Mother harmless from the following:

- i. All debt and obligations secured by or associated with the 2016 Toyota Tacoma;
- ii. USAA Credit Card; and
- iii. All debts and obligations secured by or associated with property awarded to Father.

38. **Lease.** Alexander will take over the current residential lease as of February 1, 2026, and agrees to hold Megan harmless on all financial and legal obligations flowing therefrom. Megan agrees that she will be moved out before then.

#### **Miscellaneous**

39. **Alimony.** No party needs alimony. Each party forever waives alimony

40. **Attorney Fees.** Each party shall be responsible for his or her own attorney fees and costs, unless otherwise ordered by the court.

41. **Personal Conduct.** Each party shall be restrained from using the other party's name, likeness, image, credit, and personal information in any way, absent written consent from the other party.

42. **Compliance.** Each party shall cooperate as needed, including signing and exchanging documents, titles, and things, to effectuate the provisions of the final court order. In the even a party fails to comply or sign a document, the court shall

direct the act to be done at the cost of the disobedient party by some other person  
appointed by the court as permitted by Rule 70 of the Utah Rules of Civil Procedure.

**\*\*SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT\*\***

APPROVED AS TO FORM:

/s/ Zacchary Sayer  
Zacchary Sayer  
Attorney for Alexander Frost  
*Electronically signed by Bradley  
Blanchard with permission of  
Zacchary Sayer*