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*Attorney - Mediator*

*Filing on behalf of both parties as a Third-Party Neutral,  
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

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

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In the matter of the marriage of

ERIN WEED,

Petitioner,

and

JAMES WEED,

Respondent.

**DECREE OF DIVORCE**

Case No: 264901436

Judge: Thaddeus May

Commissioner: Joanna Sagers

The Petitioner, Erin Weed, and the Respondent, James Weed, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

**IT IS HEREBY ORDERED:**

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

**CHILD CUSTODY AND PARENT-TIME**

1. There are two minor children born or adopted between the parties, to wit: A.E.W. (born February 2012) and G.G.W. (born June 2014).
2. The parties are awarded joint legal custody of the minor children. The parties shall be governed by the Joint Custody Parenting Plan set forth herein.
3. The parties are awarded joint physical custody of the minor children. Parent-time with the minor children shall be pursuant to a 50/50 timesharing arrangement as the parties may agree. If the parties are unable to agree on a parent-time schedule then they shall follow a week-on/week-off schedule with exchanges to occur on Friday at 6:00 PM.
  - a. For a period of twelve (12) months following the date of entry of the Decree of Divorce, Respondent shall participate in alcohol monitoring using Soberlink or another professional-grade breathalyzer monitoring service. Respondent shall be solely responsible for all costs associated with the monitoring service.
  - b. During Respondent's parent-time, Respondent shall:
    - i. Test immediately prior to operating any vehicle with the minor children, and
    - ii. Test each evening at 9:00 p.m.

c. All test results shall be recorded through the monitoring service and accessible to both parties.

d. A failed or non-compliant test shall include: (a) any positive alcohol reading above 0.00 BAC; (b) any missed, skipped, refused, or late test; (c) failure to provide a sufficient sample; (d) failure to comply with photo identification or other verification requirements of the monitoring service; or (e) any attempted tampering, circumvention, or disabling of the monitoring service or its reporting features. A test shall be deemed missed if it is not completed within fifteen (15) minutes of the required testing time.

e. If a required test is missed, Respondent shall submit a make-up test immediately upon realizing the omission, but no later than thirty (30) minutes after the scheduled testing time. A make-up test shall not cure or excuse the missed test unless the missed test resulted from a documented device malfunction, service interruption, or other good cause beyond Respondent's control.

f. Respondent shall ensure that automatic reporting is enabled through the monitoring service so that test results are sent directly to both parties (or through the agreed co-parenting application).

g. If Respondent records a failed test, parent-time shall immediately modify as follows:

i. Petitioner shall exercise primary physical custody of the minor children and child support shall be recalculated based on a sole custody worksheet.

- ii. Respondent shall exercise parent-time every other weekend, from Friday at 6:00 p.m. to Sunday at 6:00 p.m..
  - iii. Respondent shall exercise supervised overnight parent-time at his parents' residence.
  - iv. If Respondent is unable to supervised exercise overnight parent-time at his parents' residence, Respondent shall instead exercise daytime parent-time from 10:00 a.m. until 7:00 p.m. on days that would otherwise include an overnight.
  - h. This modified parent-time arrangement shall remain in effect until Respondent demonstrates three (3) consecutive months of sobriety, verified by testing three (3) times per day, with each test occurring approximately six (6) to ten (10) hours apart.
  - i. Upon successful completion of three (3) consecutive months of compliant testing, the original twelve (12) month monitoring arrangement shall resume; however, the twelve (12) month monitoring period shall restart from the date sobriety is re-established, and any period of non-compliance shall not count toward completion of the twelve (12) month monitoring requirement.
4. So long as both parties have met the sobriety requirement, each parent is entitled to 2 weeks of uninterrupted parent-time during the summer months when the minor children are free from school. The parents will notify each other by April 15<sup>th</sup> of each year of the time period he/she will be exercising his/her uninterrupted parent-time. Petitioner will have first option of uninterrupted time period in calendar years ending in

an even number and Respondent will have first option of uninterrupted time period in calendar years ending in an odd number. The summer parent-time cannot interfere with the other parent's holiday. If the parent designated to first choose the 2-week period for the year fails to choose by April 15<sup>th</sup>, the non-designated parent may designate when the 2-week period will occur. If a party fails to timely designate their two-week parent-time period, they may still exercise their two weeks, but must schedule it around the other parent's designated two weeks.

5. In addition, holiday parent-time shall be as the parties agree. If unable to agree, then the parties shall follow the holiday parent-time schedule set forth in UCA §81-9-303 and as follows:

| Holiday                | Holiday Time Period  | Respondent<br>(James)  | Petitioner<br>(Errin)  |
|------------------------|--|------------------------|------------------------|
| Spring Break           | (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.<br>(2) Holiday ends:<br>(a) upon delivering of the child to school on the day following the end of spring break; or<br>(b) at 8 a.m. on the day following the end of spring break if there is no school. | Odd Years              | Even Years             |
| Easter                 | (1) Holiday begins the Friday before Easter at 6 p.m.<br>(2) Holiday ends Easter Sunday at 6:00 p.m.   | Every Year             |                        |
| Mother's Day           | (1) Holiday begins on Mother's Day at 9 a.m.<br>(2) Holiday ends on Mother's Day at 7 p.m.   | Every year with Mother | Every year with Mother |
| Father's Day           | (1) Holiday begins on Father's Day at 9 a.m.<br>(2) Holiday ends on Father's Day at 7 p.m.   | Every year with Father | Every year with Father |
| Independence Day       | (1) Holiday begins on July 3 <sup>rd</sup> at 6 p.m.<br>(2) Holiday ends on July 5 <sup>th</sup> at 6 p.m.   |                        | Every Year             |
| Pioneer Day            | (1) Holiday begins on July 23 <sup>rd</sup> at 6 p.m.<br>(2) Holiday ends on July 25 <sup>th</sup> at 6 p.m.   | Even Years             | Odd Years              |
| Fall or February Break | (1) Holiday begins at 6 p.m. on the day that school dismisses for fall break.<br>(2) Holiday ends:<br>(a) upon delivering of the child to school on the day following the end of fall break; or<br>(b) at 8 a.m. on the day following the end of fall break if there is no school.       | Odd Years              | Even Years             |
| Thanksgiving           | (1) Holiday begins on Wednesday at:  | Odd Years              | Even Years             |

|  |   |            |            |
|--|---|------------|------------|
|  | (a) 6 p.m.; or<br>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>(a) upon delivering of the child to school on the Monday following Thanksgiving; or<br>(b) at 8 a.m. on the Monday following Thanksgiving if there is no school. |            |            |
| Winter Solstice                                | (1) Holiday begins on Solstice Eve at 6 p.m.<br>(2) Holiday ends on Solstice Day at 6 p.m.  | Even Years | Odd Years  |
| Winter Break before Christmas Eve              | Parties shall exercise regular parent time from when the children get out of school for Winter Break until Christmas Eve at 12:00 p.m.  |            |            |
| Christmas Eve                                  | (1) Holiday begins on Christmas Eve at 12:00 p.m.<br>(2) Holiday ends at 2 p.m. on Christmas Day  |            | Every Year |
| Christmas Day                                  | (1) Holiday begins on Christmas Day at 2 p.m.<br>(2) Holiday ends the day after Christmas at 4 p.m.   | Every Year |            |
| Winter Break after Christmas Day (First Half)  | (1) Holiday begins the day after Christmas Day at 4 p.m.<br>(2) Holiday ends half-way through the second half of winter break.  | Even Years | Odd Years  |
| Winter Break after Christmas Day (Second Half) | (1) Holiday begins half-way through the second half of winter break.<br>(2) Holiday ends upon delivery of the child to school on the day school resumes in the New Year.  | Odd Years  | Even Years |
| Day of Child's Birthday                        | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m.  | Even Years | Odd Years  |
| Day Before or After Child's Birthday           | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m.  | Odd Years  | Even Years |

6. The minor children shall continue to attend their current school and feeder schools unless the parties mutually agree in writing to transfer schools. Both parties shall be listed in school records as a point of contact for school communications.

7. In the event either party moves more than 30 miles away from their current residence the parties will revisit the issue of parent time and custody.

### **CHILD SUPPORT**

8. Petitioner is currently employed and has a gross monthly income of \$6,916.00 for the purposes of calculating child support.

9. Respondent is currently self employed and agrees to be imputed to a gross monthly income of \$6,916.00 for the purposes of calculating child support.

10. The joint custody worksheet shall be used with the Petitioner's income set at \$6,916.00 with 183 overnights and the Respondent's income set at \$6,916.00 with 182 overnights.

11. Pursuant to U.C.A. §81-6-101 a child support order shall be entered pursuant to the statutory guidelines as follows:

a. Respondent shall be ordered to pay Petitioner the sum of \$19.00 per month, however given the minimal nature of the support, Petitioner waives collection of this obligation. The sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until a 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. When a 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, the base child support award is automatically adjusted based on the remaining children and the incomes from the most recent support order.

b. The base child support award should be reduced by 50% for each minor child for time periods during which such minor child is with the noncustodial parent by order for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any agreement by the parties for reduction of child support during extended parent

time shall be approved by the Office of Recovery Services. However, normal parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the obligee.

d. There are currently no child support arrearages.

e. Each of the parties should be under mutual obligation to notify the other if there is a change in income of more than 30% and the change is not temporary in nature.

f. Pursuant to Utah Code §81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

g. Pursuant to Utah Code §81-6-101 et seq, the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material



changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

#### **INSURANCE, DAYCARE AND MEDICAL EXPENSES**

12. Pursuant to U.C.A. §81-6-208 (2024) as amended:

a. Either Petitioner or Respondent should maintain insurance for medical expenses for the benefit of the minor children where available at a reasonable cost. In determining which parent shall maintain insurance for medical expenses, the parties shall consider the reasonableness of the cost, the availability of a group policy and the coverage of the policy. If the parties cannot agree on who shall carry the insurance, then they shall attend mediation. If insurance is being provided by a plan by both parents, the Petitioner's insurance shall be considered primary coverage and the Respondent's shall be considered secondary.

a. So long as the children remain on either parent's health insurance, the parties shall be equally responsible for all out-of-pocket costs of the premium actually paid by a parent 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 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. This amount shall be automatically deducted from or added to the child support paid or owed.

b. So long as the children remain on either parent's health insurance, both parties shall share equally all medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological, or therapeutic, etc.

c. The parent who incurs medical expenses shall provide written verification of the cost and payment of the medical expenses to the other parent within 30 days of payment.

d. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

13. Pursuant to U.C.A. §81-6-209 both parties shall share equally the reasonable work-related childcare expenses of the parents. Due to the age of the children, daycare is not anticipated.

a. The parent who does not incur childcare expenses shall begin paying his or her share of childcare expenses to the parent who does incur childcare

expenses, on a monthly basis immediately upon presentation of proof of the childcare expense. The parent can either pay the provider directly or shall be required to reimburse the paying parent after being provided proof of payment.

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

#### **EXTRACURRICULAR ACTIVITIES, SCHOOL, AND MISCELLANEOUS COSTS**

14. The parties shall equally share the costs associated with the following expenses related to the minor children:

- a. Cell phones
- b. Car insurance and automobile related costs for the minor children
- c. School fees and costs
- d. Agreed upon extra-curricular activities. All current and extensions of the current extra-curricular activities where the children participate are approved.

e. Agreements for all expenses shall be made in writing. When possible, both parties should pay their one-half share directly to the provider, school or program for and on behalf of the children. If one parent pays the entire cost, that parent shall email the other parent proof of cost and payment within 30 days and the reimbursing parent shall pay their share within 10 days of receiving the email.

### **TAX EXEMPTION**

15. The parties shall share equally in the child tax credit, exemption, or deduction for State and Federal income tax purposes as follows:

- a. As long as there are two minor children, Petitioner will claim G.G.W. each year and Respondent will claim A.E.W. each year.
- b. When only one minor child remains, the parties will alternate years with Petitioner claiming G.G.W. in odd years and Respondent claiming A.E.W. in even years.

16. For a party to claim a minor child, they must be current on all their child support expenses prior to the end of the tax year.

### **PERSONAL PROPERTY**

17. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.

18. During the course of the marriage, the parties acquired certain items of personal property. Said personal property shall be divided among the parties in a fair and equitable fashion as agreed upon by the parties.

19. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

#### **VEHICLES**

| <b>Vehicle</b>     | <b>Awarded to<br/>Petitioner</b> | <b>Awarded to<br/>Respondent</b> | <b>Other</b> |
|--------------------|----------------------------------|----------------------------------|--------------|
| 2001 Nissan Altima | X                                |                                  |              |
| 2002 Mercedes Benz |                                  | X                                |              |

20. Each party shall be responsible for the debts and liabilities related to their separate vehicles and shall hold the other party harmless from any liability associated therewith. The parties shall take all necessary steps to transfer the vehicles into their own names within 30 days of the date of entry of the Decree of Divorce.

#### **REAL PROPERTY**

21. During the course of the marriage, the parties acquired certain parcels of real property, including but not limited to:

a. Home located at 422 S. University St., Salt Lake City, UT 84102

22. The real property shall be sold as soon as reasonably practicable. Upon sale of the property, the net proceeds, after payment of all costs associated with the sale, shall be

divided equally (50/50) between the parties and awarded to them as their separate property.

a. The parties shall cooperate in good faith with all reasonable efforts to market and sell the property, including cooperating with the listing agent, permitting reasonable showings, and considering reasonable offers.

b. From Respondent's share of the net proceeds at closing, Respondent shall repay Petitioner for half of all costs, except for the initial \$1,000 deposit, associated and incurred by Petitioner for costs of mediation and preparation of final paperwork at Salt Mediation.

c. Any reduction of the mortgage principal resulting from payments made by either party after May 1, 2026 shall be credited to the paying party from the net proceeds of the sale prior to division of the remaining proceeds between the parties.

23. Occupance Pending Sale

a. The parties may both remain in the marital residence until May 1, 2026, unless they mutually agree otherwise in writing.

b. If the property has not gone under contract by May 1, 2026, Respondent shall vacate the residence no later than that date, and Petitioner shall remain in the home pending sale of the property.

c. If Petitioner remains in the home as the sole occupant, Petitioner shall be responsible for all ongoing expenses associated with the property, including but

not limited to mortgage payments, utilities, insurance, taxes, and routine maintenance.

d. If both parties reside in the home at any time prior to the sale of the property, the parties shall share all ongoing property-related expenses equally (50/50).

24. Post-Sale Occupancy

a. If the purchaser of the property permits the parties to remain in the residence following closing under a leaseback or similar arrangement, Respondent may remain in the residence for the duration permitted by the purchaser.

b. Petitioner shall also be permitted to remain in the residence for a reasonable period of time following the closing to allow Petitioner to secure and purchase a new residence.

c. If both parties reside in the home during any such post-sale occupancy period, the parties shall share any housing-related expenses equally (50/50).

d. If only one party remains in the home following the sale, that party shall be solely responsible for any rent, utilities, or other expenses associated with occupying the property.

**BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,**  
**INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS**  
**INTERESTS**

25. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

26. Parties shall be awarded all bank accounts in their own names, free and clear of any claim by the other party.

27. Parties shall be awarded all retirement, pension, and investment accounts in their own names, free and clear of any claim by the other party.

#### **DEBTS AND OBLIGATIONS**

28. During the course of the marriage the parties incurred certain marital debt; the parties shall be responsible for the debts in their own names and shall hold the other party harmless for any liability associated therewith.

29. Pursuant to §81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

#### **LIFE INSURANCE**

30. Pursuant to UCA §81-4-406 (3)(d), to the extent either party owns a life insurance policy or annuity contract, such party has reviewed and, where appropriate, updated the list of beneficiaries associated with said policy or contract. Each party affirms that the individuals currently designated as beneficiaries are, in fact, the intended beneficiaries following the entry of the Decree of Divorce. Each party further acknowledges and understands that if no changes are made to the beneficiary designations, the individuals



currently listed shall remain the beneficiaries and shall receive any funds disbursed by the insurance company or annuity provider pursuant to the terms of the respective policy or contract.

#### **ALIMONY**

31. Both parties waive any claim to spousal support from the other, now or forever.

#### **TAX RETURN**

32. The parties shall file taxes for the 2025 tax year as each deem appropriate.

#### **ATTORNEY'S FEES**

33. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

#### **MISCELLANEOUS**

34. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

35. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

36. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in

this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

37. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached through mediation. The final documents were prepared as a service to both parties and shall not be interpreted against either as the “drafting party.”

38. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

39. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

40. Petitioner may be restored to her maiden name Lynch if she so desires.

### **WEED and WEED**

#### **JOINT CUSTODY PARENTING PLAN**

Each parent has a loving and valuable relationship with the children and shall work together cooperatively with regard to the children’s physical care and financial and emotional support.

The parents shall adhere to the following parenting plan provisions:

1. Co-Parenting Principles

- a. The Parties shall co-parent cooperatively, focusing on the physical, emotional, and financial well-being of the children.
- b. Each parent shall support and encourage the children's meaningful relationship with the other parent.
- c. Civil communication is required at all times. Name-calling or hostile communication is prohibited.

2. Communication Between Parents

- a. Parents shall timely share important information regarding the children's schooling, health, social activities, and other relevant matters.
- b. If information is available through public sources (e.g., school portals), each parent shall access it directly.

3. Joint Legal Decision-Making

- a. The Parties shall jointly decide major decisions affecting the children, including:
  - i. Education and daycare
  - ii. Medical, dental, counseling, and orthodontic care
  - iii. Religious upbringing
  - iv. Extracurricular activities
- b. Decision-making process:
  - i. Identify the issue
  - ii. Develop possible solutions

- iii. Select the most reasonable solution in the children's best interests
- 4. Dispute Resolution for Major Decisions - If the parties cannot reach agreement:
  - a. They may defer to the recommendations of an expert. If they still do not agree;
  - b. They shall attend mediation with a mutually agreed mediator (each party pays their own fees).
  - c. Agreements reached in mediation shall be reduced to writing and signed by both.
  - d. Only after a good-faith mediation attempt may a party seek Court involvement.
  - e. A party who frustrates this process may be ordered to pay the other's attorney's fees, court costs, and mediation costs.
- 5. Day-to-Day Responsibility
  - a. The parent exercising parent-time shall make routine daily decisions.
  - b. Either parent may make necessary emergency decisions regarding the children's health or safety and shall inform the other immediately.
- 6. Information Access
  - a. Both parents shall have direct access to all school, medical, dental, and mental health records.
  - b. Each parent shall notify the other of medical appointments and emergencies.

c. Both parties shall provide written authorization enabling the other to access information from all providers.

7. School Access

a. Both parents may visit the children at school, receive school communications, and check the children out when necessary.

b. Disputes regarding education shall first go to mediation.

8. Medical Treatment Restrictions

a. Non-emergency, uninsured, elective medical/dental/orthodontic or alternative treatments require prior written consent from both parties.

b. Costs must be agreed in writing before scheduling.

c. Violating parent may be denied reimbursement.

9. Travel Notice Requirements

a. Either parent may travel domestically with the minor children during their own parent-time without needing advance permission, provided they give standard notice.

b. Any international travel, or any travel that would interfere with the other parent's scheduled parent-time, must be mutually agreed to in advance and in writing.

c. When traveling with the children, the traveling parent shall provide the following, as required by Utah Code §81-9-202(19):

i. Itinerary with travel dates

ii. Destination(s)

- iii. Contact information
    - iv. Name/phone of a third party aware of the children's location.
  - d. Either parent may take the minor children on vacation during their parent-time that results in the children missing up to two (2) school days per academic year, provided the children are maintaining at least a "B" average or equivalent academic standing.
10. Participation in Activities
- a. Both parents may attend the children's school events, church functions, activities, recitals, and sports.
  - b. Parents shall cooperate to facilitate participation and family events (e.g., weddings, funerals, reunions, ceremonies).
11. Exchanges and Transportation
- a. The receiving parent shall pick up the children at the designated start of their parent-time.
  - b. Children shall be ready on time for exchanges.
12. Contact Information
- a. Each parent shall provide the other with current address, phone number, and email within 24 hours of any change.
13. Parent/Child Communication
- a. Each parent shall encourage free and uncensored reasonable phone/virtual communication with the other parent.
  - b. The children may contact either parent at any time.

- c. A parent shall reasonably facilitate calls when requested by the children.

14. Right of First Refusal

- a. Parental care is preferred over surrogate care.
- b. If overnight child care is needed, the other parent shall be offered the opportunity to provide care before third-party caregivers are used.
- c. The parties shall create and maintain a mutually approved list of surrogate caregivers/babysitters who may be used by either parent without additional approval.
- d. Any caregiver not on the approved list must be mutually agreed upon in advance and in writing before caring for the minor children.
- e. Both parents shall provide names, addresses, and phone numbers of any caregivers used.

15. Conduct Around the Children

- a. Neither party shall speak negatively about the other parent or allow third parties to do so in the children's presence.
- b. Neither party shall discuss court matters with or in front of the children.
- c. Neither party shall disparage the other on social media or in public.

16. Introducing New Partners

- a. Parents shall not introduce dating partners to the children until the relationship is committed and exclusive.
- b. Notice shall be given to the other parent beforehand.

17. Shared Calendar

a. Parents shall maintain a shared calendar for school events, appointments, practices, exchanges, and other child-related activities.

18. Substance Use Restrictions

a. Neither party shall consume alcohol or be under the influence of alcohol or illegal drugs during their parent-time or within eight (8) hours prior to exercising parent-time or transporting the minor children.

b. Alcohol and medications shall be stored securely and out of the children's reach.

19. Enforcement and Non-Waiver

a. A party's failure to comply with any provision does not release the other party from their obligations.

b. All provisions remain enforceable unless modified by written agreement or court order.

**\*\*\*ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE  
COURT'S SEAL AT THE TOP OF THE FIRST PAGE\*\*\***

APPROVED AS TO FORM this 14th day of April 2026.

*E-signed by Wade Taylor  
with permission of Erin Weed*

*/s/ Erin Weed*

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ERIN WEED  
*Petitioner*



APPROVED AS TO FORM this 15th day of April 2026.

*E-signed by Wade Taylor  
with permission of James Weed*

*/s/ James Weed*

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JAMES WEED  
*Respondent*

**CERTIFICATE OF SERVICE & RULE 7 NOTICE**

I hereby certify that on the 11th day of April 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

EMAIL:

ERIN WEED  
*Petitioner*  
Email: erinllynch@gmail.com

JAMES WEED  
*Respondent*  
Email: ajhweed@gmail.com

LAW OFFICES OF WADE TAYLOR

*/s/ Wade Taylor*

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WADE TAYLOR  
*Attorney*