



Kurt O. Hawes (Bar No. 09779)  
Geniel M. Ashcraft (Bar No. 12284)  
**HARWARD & HAWES, PLLC**  
The Interchange Building III  
67 W 13490 S, Suite 100  
Draper, UT 84020  
Phone: (801) 506-3800  
Fax: (801) 795-7440  
Email: geniel@harwardlaw.com  
***Counsel for the Petitioner***

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

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In the Matter of the Marriage of:

STACY MAE GORSETH,  
Petitioner,

vs.

TERRY LYNN GORSETH JR.,  
Respondent.

**DECREE OF DIVORCE**

Case No. 264901599

Judge: Hon. Charles Stormont

Commissioner: Hon. Renee Blocher

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The parties, STACY MAE GORSETH ("Petitioner"), by and through counsel of record, and TERRY LYNN GORSETH JR ("Respondent"), pro se, resolving all issues between them. The Court, having found and entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, and for good cause, appearing, it is hereby:

**ORDERED, ADJUDGED, AND DECREED:**

The marriage of the parties is hereby dissolved to be become final and effective upon entry.

**JURISDICTION AND VENUE**

1. The parties are and were for ninety (90) days prior to the filing of this Petition, actual and bona fide residents of Salt Lake County.
2. This Court has jurisdiction pursuant to U.C.A. § 81-4-402.

3. Venue is proper pursuant to U.C.A. § 81-4-402.

### **MARRIAGE AND SEPARATION**

4. The parties were married on June 23, 2008, in Maui County, State of Hawaii and are presently married.

5. The parties have been separated on or about November 11, 2025 and are not currently residing together.

### **GROUND**

6. The parties shall be granted a divorce on the grounds of irreconcilable differences and pursuant to U.C.A. § 81-4-405(1)(h).

### **CHILDREN AND CHILD CUSTODY JURISDICTION**

7. There are two minor children born as issue of the parties' marriage: E.G. born February 2015 and J.G. born April 2017 ("children" or "minor children").

8. Utah has jurisdiction to make any child custody determination pursuant to U.C.A. § 78B-13-201(1)(a). The children have resided in Utah for at least six (6) consecutive months immediately before commencement of this proceeding, and Utah is the home state of the children. A court of another state does not have jurisdiction over the children, and therefore, the above-entitled Court has jurisdiction to make an initial child custody determination in this matter pursuant to U.C.A. § 78B-13-201(1)(a).

9. The parties state under information and belief, pursuant to Rule 100 of the Utah Rules of Civil Procedure, that there are no other proceedings in any other court concerning the minor children in this state or any other state or country that would interfere with this Court's authority to issue initial children custody, children support, and parent time order.

### **CUSTODY AND PARENT-TIME**

10. The parties shall be awarded joint legal custody of the minor children, with neither party having final say.

11. The parties shall be awarded joint physical custody of the minor children.

12. The parties shall exercise approximate equal parent-time as the parties mutually agree in writing or at minimum, pursuant to U.C.A. § 81-9-305.

13. Unless the parties agree otherwise in writing, the parent beginning his or her parent-time shall pick up the children.

14. The parties shall work together to create a holiday and school break schedule which is in the children's best interest. For purposes of the holiday and school break schedule, Petitioner shall be the Custodial parent, and Respondent shall be the Noncustodial parent. Non-school days contiguous to school holidays and breaks shall become part of that school holiday or break. If the parties are unable to create holiday schedule the parties shall be in accordance with U.C.A. § 81-9-302 as follows:

<b>Holiday</b>	<b>Holiday Time Period</b>	<b>Noncustodial Parent</b>	<b>Custodial Parent</b>
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. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
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.	Odd years	Even years

	(2) Holiday ends at 7 p.m. on the day before school resumes.		
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 designated in the order.	All years if custodial parent is the mother or other parent designated 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 designated in the order.	All years if custodial parent is the father or other parent designated 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 Juneteenth National Freedom Day.	Even years	Odd years
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	Even years	Odd years

	begins.		
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 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

### **SUMMER PARENT-TIME**

15. Summer parent-time shall be as the parties mutually agree in writing, or at minimum, in accordance with U.C.A. § 81-9-305. Each year, a parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. If one parent's two-week summer break plans fall on the other parent's parent-time, then the other parent shall receive make-up days for those days missed.

### **NOTICE FOR SUMMER BREAK**

16. Notice requirements for summer parent-time plans shall be as follows:

- a. In odd-numbered years, the noncustodial parent shall provide notice to the custodial parent by May 1; and the custodial parent shall provide notice to the noncustodial parent by May 15.
- b. In even-numbered years, the custodial parent shall provide notice to the noncustodial parent by May 1, and the noncustodial parent shall provide notice to the custodial parent by May 15.
- c. If a parent fails to provide notice within the time periods described above herein, the complying parent may determine the schedule for summer break for the noncomplying parent.
- d. If both parents fail to provide notice with the time periods described above herein, the first parent to provide notice may determine the schedule for summer break for the other parent.
- e. Unless the parties otherwise agree in writing, all notices for summer parent-time and other vacation time outside of the standard holiday and school break schedule shall be given at minimum 30 days from the date requested before the date the requested parent-time would start.

#### **FINANCIAL NEEDS OF THE CHILDREN AND CHILD SUPPORT**

17. For purposes of determining child support, Petitioner's gross monthly income is \$1,537.00 (based on Petitioner's 2024 W2) and Respondent's gross monthly income is \$11,636 per month (based on Respondent's W2, Part II Schedule E, and Part I Schedule B of the parties' 2024 federal 1040 tax return).

18. Support obligation shall be based on a joint physical custody worksheet and calculated pursuant to Pursuant to U.C.A. § 81-6-206, adjusted by stipulation for purposes of calculating child support only to achieve an approximate 55/45 division of overnights in favor of Petitioner with Petitioner exercising 200 overnights and Respondent exercising 165 overnights each year.

19. Pursuant to the Uniform Children Support Guidelines on a joint physical custody worksheet, Respondent shall pay to Petitioner a monthly children support obligation of \$1,071.00 per month.

20. Child support payments in whole shall start the month immediately following the entry of the Decree on the 5<sup>th</sup> day of each month.

- a. If the Office of Recovery Services is used to collect support, its payment schedule will be followed.
- b. Unless the Court orders otherwise, support for the child terminates at the time: (1) 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 U.C.A. § 78A-6-801.

#### **HEALTH CARE COVERAGE AND MEDICAL COSTS**

21. Health insurance for the minor children shall be provided by the party who can obtain the best coverage, if it is available at reasonable cost.

22. The parties must maintain health insurance for the minor children pursuant to U.C.A. § 81-6-208. The party or parties carrying health insurance for the minor children shall continue to do so as long as it remains available at their place of employment at a reasonable expense. The parties shall compare the health insurance available through both employers and decide on the insurance that provides the best coverage for the lowest amount. If both parents are carrying insurance, they will decide which insurance shall be considered the primary insurance. In the event a parent does not maintain insurance on behalf of the minor children, that parent shall be responsible for one-half of the minor children's health insurance premiums.

23. The parties shall divide equally all medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses that are incurred on behalf of the minor children not covered by insurance as set forth in U.C.A. § 81-6-208.

24. A parent who incurs health insurance premiums, including dental and vision insurance premiums, if any, medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses shall be reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent.

25. A parent incurring medical, dental, vision and orthodontic 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 timely notice.

26. The parties shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses as set forth in U.C.A. § 81-6-208.



27. The parties shall provide written notice to each other of any change of insurance carrier, premium, or benefits within thirty (30) days of any change, as set forth in U.C.A. § 81-6-208.

28. Pursuant to U.C.A. § 81-6-208, at any time when the parties are sharing the cost of the health insurance premium, the children's portion of the premium is a per capita share calculated by dividing the premium amount by the number of persons covered under the policy.

29. Pursuant to U.C.A. § 81-6-208, if, at any point in time, a dependent children are covered by the health, vision, or dental insurance plans of both parents, the parties shall decide which parent shall carry the primary insurance after the parties have compared the different insurance plans and determined which shall be primary coverage for the dependent children.

30. If a parent remarries and the minor children are not covered by that parent's health or dental, or vision insurance plan but is covered by a step-parent's plan, then the health, dental, or vision 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 children. These provisions apply unless the parties determine the reverse is the most cost-effective and so agree in writing.

31. Pursuant to U.C.A. § 15-4-6.7, § 81-3-105, and § 81-4-501, when a court order has been entered providing for the payment of medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses of minor children pursuant to U.C.A. § 81-4-204 or § 81-6-202, or an administrative order under § 26B-9-224, a creditor who has been provided a copy of the order may not make a claim for unpaid medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses against

a parent who has paid in full that share of the medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under U.C.A. § 70C-7-107, or report of the debtor's repayment practices or credit history under U.C.A. Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses required to be paid by the parent under the order.

32. When a Decree is entered, each party shall send a copy of the Decree to the creditor of the particular medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expense of the minor children, notify the particular creditor of that party's current address, and inform the particular creditor that it may not make a claim for unpaid medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses against that party if that party has paid in full that share of medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah law.

#### **CHILDCARE EXPENSES**

33. Pursuant to U.C.A. § 81-6-209, both parties shall equally share the reasonable work-related childcare expenses. Any reasonable work-related childcare expenses incurred for childcare outside of the minor children's regular and contractually allowable daycare service(s) hours (typically 8-10 hour shifts) shall be paid for by that parent needing the extra time covered.

34. Work-related childcare expenses shall mean childcare reasonably necessary for a parent's regular and customary work schedule. Childcare arising from voluntary overtime, additional shifts, secondary employment, or discretionary schedule changes shall be the responsibility of the parent incurring those costs, absent mutual written agreement. Any material increase in childcare costs resulting from changes to a parent's work schedule shall require the prior written agreement of the other parent to be shared.

35. Parties shall begin paying his or her share of care expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

36. The parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider, and thereafter on the request of the other parent.

37. 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.

38. The parent to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

#### **DEPENDENT CHILDREN FOR TAX PURPOSES**

39. The parties shall alternate years for the right to claim the minor children as dependents for tax purposes. Petitioner shall begin claiming the children in the even-numbered years and the Respondent shall begin claiming the children in the odd-numbered years. When the oldest child ages out, then the parties shall alternate claiming the youngest child.

40. In any year assigned to the Noncustodial parent, the Custodial parent shall execute the IRS Form 8332 (Release/Revocation of Release of Claim to Exemption for Child by Custodial Parent), or any successor form, releasing the dependency exemption and any associated child-related tax benefits that may legally be transferred. The custodial parent shall provide the signed Form 8332 to the noncustodial parent no later than February 28 of the claiming year. The noncustodial parent is responsible for attaching Form 8332 to their tax return as required by the IRS.

41. The child support Obligor shall only be permitted so long as he or she is current on child support, and all other expenses associated with the minor children by the end of each calendar year. Notice that a parent is not current must be provided to the noncomplying parent no than December 15<sup>th</sup>.

### **PARENTING PLAN**

42. The parties respectfully submit this proposed Parenting Plan in accordance with U.C.A. § 81-9-203. The terms and conditions of the parties' legal custody and physical custody of the parties' shared children are set forth herein. The parties affirmatively allege that they present this Parenting Plan with the genuine belief that it is in the children's best interest. In this Parenting Plan Petitioner is referred to as Mother, and Respondent is referred to as Father.

43. Mother's home address shall be the primary residence for purposes of determining the children's school enrollment and attendance. The children shall remain in their current schools and attend the applicable feeder schools until graduation.

44. **Joint Legal Custody/Decision Making Process:** The parties shall be awarded joint legal custody with neither party having final say.

45. The parties shall not involve the children in disputes or disagreements that may arise between the parties at any time or in any way.

46. Both parties shall treat each other with dignity and respect when in the presence of the children.

48. The parties shall each have one copy of the minor children's birth certificate.

49. The parties shall be polite and behave maturely during the exchanges of the children.

50. Day-to-day decisions regarding the care, control, and discipline of the parties' children shall be made by the parent with whom the children are currently residing with at that time.

51. The parties shall make emergency decisions affecting the health or safety of the children when they are in their custody and control. A parent who makes an emergency decision must notify the other parent of the decision as soon as reasonably possible.

52. The parties shall work together to make decisions in the best interests of the minor children, including making major decisions involving medical care, religious upbringing, and education for the minor children. If the parties are unable to agree they shall first consult a professional related to the disagreement (coach, teacher, doctor, therapist, etc.). If after consultation with a professional, the parties still disagree, one good faith session of mediation must be attended, with each party sharing the cost of mediation equally. If the parties are unable to agree after mediation, a party may bring an issue to court only after the parties have attended one good faith session of mediation.

53. The parties shall communicate and share information regarding the minor children's development, including school records, medical, vision, and dental treatment, therapy, extracurricular activities, sports, and other appropriate information with each other.

54. The parties shall notify each other of any special events involving the children such as school activities, church events, sports events, graduations, etc., so that each party shall have the option of attending the special event if possible.

55. Both parties shall communicate through email or text message, unless it is a time sensitive or emergency issue, which then constitutes a telephone call.

56. The parties shall not schedule or promote to the children any special events or activities that fall on the other parent's parent-time without first notifying the other parent and offering them the opportunity to reschedule their parent-time accordingly.

57. Each parent may, during his or her own parent-time, attend and involve the children in any religious meetings, services, or activities of that parent's choosing. Each parent shall make reasonable efforts to support the children's participation in religious activities that are important to the other parent; however, no parent is obligated to facilitate or transport the children to religious meetings or activities that occur during his or her own parent-time.

58. The parties shall keep the other parent informed as to their current residential address, home phone number, work phone number, cell phone numbers, email addresses, and other important contact information, including how to be reached in the event of an emergency.

59. Both parties shall have access to the children during school and shall have the authority to check the children out of school.

60. **Difference in Parenting Styles:** It is probable that differences in parenting styles have and will occur. Nothing herein limits either party's ability to raise good-faith concerns regarding the children's health, safety, or welfare, including emotional well-being.

61. **Consistency in Raising the Children:** The parties acknowledge that parenting rules may differ between households and agree to communicate directly with each other regarding significant concerns, without involving the children.

62. The children shall not be provided with or permitted to own or regularly use a personal cell phone, or similar electronic communication device until a child reaches the age of thirteen (13) years old, unless both parents agree in writing to allow such device at an earlier age. If and when children are permitted to have such a device, both parents shall have the right to access the device for the purpose of monitoring safety and wellbeing. The device may travel with the children between both households. Neither parent shall withhold, disable, or interfere with the children's access to the device in order to limit communication with the other parent. Each parent may set reasonable screen-time and usage limits during his or her own parent-time. Children shall not have social media accounts until a child has reached the age of eighteen (18) years old, unless both parents consent in writing. Both parents shall have access to the children's usernames and passwords for all social media accounts until the children reach the age of eighteen (18) years old, for safety purposes. Children shall not be able to download new social media or messaging applications without the written consent of both parents.

63. **Extended Family Relationships:** The parties shall encourage the children to maintain relationships with grandparents and other relatives, and each parent shall assist, as may be necessary, to permit those relationships to continue. This may include permitting the children

to attend special events for the other family and permit the children to spend time with extended family which may otherwise interfere with the time-sharing arrangement earlier anticipated. The children's grandparents and other extended family may arrange time to take the children, and both parties shall be flexible where possible, even though it may conflict with parent time.

64. **Maintaining Contact When Children are With the Other Parent:** Regardless of which parent the children are with at any given time, each parent shall make reasonable efforts to allow the children to communicate with the other parent upon reasonable request.

65. **Relocation:** If either party intends to relocate their residence, that party shall provide the other parent with not less than thirty (30) days' written notice of the intended move, including the new address and contact information. For purposes of transportation costs, Salt Lake City, Utah shall serve as the geographic reference point. If a parent relocates more than thirty (30) miles from city center point of Salt Lake City, Utah, that parent shall be solely responsible for any transportation costs attributable to the distance exceeding thirty (30) miles. If a parent relocates a distance of one hundred fifty (150) miles or more from the other parent, parent-time shall be governed by the relocation parent-time provisions set forth in U.C.A. § 81-9-209, unless otherwise ordered by the Court. Nothing in this provision is intended to waive or modify the statutory requirements applicable to relocations of one hundred fifty (150) miles or more.

66. **Extracurricular Activities and Sports:** The parties shall encourage and support the children's participation in extracurricular activities and sports. The parties shall equally share the cost of any activities or equipment costs that are incurred for an activity that is agreed to in



writing by both parties. Whoever signs the children up for the extracurricular activity above and beyond what is agreed upon in writing by both parties shall bear the cost.

67. The parties shall enroll the children in a reasonable number of activities. and should not purposefully try to supplant the other party's parent-time with activities.

68. **Disparaging Remarks:** Each party shall refrain from communicating with or about the other parent in disparaging or demeaning terms, including in the presence of the children and to third parties.

69. **Medical Decisions:** The parties shall notify one another of any illness that the children have while in their home for parent time. They shall also keep one another informed of any medications prescribed for the children, as well as any scheduled appointments with medical, vision, dental, or mental health professionals.

70. Neither party shall enroll the children in services such as counseling or begin a program of prescribed medications for mental health without first notifying the other parent of the need for such a service or medications and involving the other parent in choosing the professional who shall see the children. If a party makes the first contact with such a professional, they shall provide that person with the name, address, and telephone number of the other parent.

71. In the event of a medical emergency involving the children, each party shall make reasonable efforts to contact and consult with the other parent. However, either parent is authorized to make necessary medical decisions in the best interests of the child until both parents are available.

72. **Children's Bill of Rights:** The parties shall not involve the children in adult disputes, shall not use the children as messengers or confidants, and shall refrain from making disparaging or undermining comments about the other parent to the children.

73. The parties shall refrain from using illegal or unprescribed drugs or substances and from becoming intoxicated 24 hours prior to or during his or her parent-time. "Intoxicated" shall be defined as drinking more than two mixed drinks or shots, or three beers in a four-hour period, and shall also include smoking or vaping marijuana or THC related products.

74. Any modifications, trades, or changes to parent-time must be in writing and mutually agreed upon by both parties prior to the commencement of the affected parent-time.

75. Informal or verbal agreements are not enforceable. Written agreement may be evidenced through text message or email.

76. If a parent is more than thirty (30) minutes late to begin parent-time, the other parent may cancel the parent-time.

77. Parents shall promptly notify the other party of any delay or emergency requiring cancellation or modification of scheduled parent-time.

78. Travel Requirements.

- a. When either parent plans out of state travel involving the minor child for more than four (4) days, the parent shall provide the other parent with a written itinerary with the following information for emergency purposes as soon as it becomes available upon the purchase or confirmation of the travel arrangements, with at least twenty-four (24) hours advance notice:

- i. Travel dates of departing and returning flights

- ii. Airline names, flight numbers, and itinerary
- iii. Destination, lodging, and/or residence address(es)
- iv. Names and contact information, including phone numbers, of individuals with whom the child will be staying or traveling
- v. Whether the child will be travelling accompanied or unaccompanied
- vi. A designated reachable emergency contact who will be available during the travel period.
- vii. If one parent's travel plans fall on the other parent's parent-time, then the other parent shall receive make-up days for those days missed.

79. **Violation of Parenting Plan:** If either parent fails to comply with a provision of this Parenting Plan, the other parent's obligations under the Parenting Plan or final Decree shall not be affected.

80. If either party violates any terms of the Parenting Plan, once approved by the Court, and shall court action become necessary, the violating party shall be held in contempt and shall pay attorney's fees and costs necessary to enforce this plan.

#### **END OF PARENT PLAN**

#### **PUBLIC ASSISTANCE**

81. Neither party is receiving government assistance.

#### **ALIMONY**

82. Neither party shall be awarded alimony.

### **FILING TAXES**

83. The parties shall file married filing jointly for 2025 and share equally any tax obligation or refund.

### **REAL PROPERTY**

84. The parties acquired real property during the course of the marriage.

85. Petitioner shall be awarded sole ownership and exclusive possession of the real property located at 136 E. Edith Ave, Salt Lake City, Utah 84111 ("Edith Property"), free from any right, title, claim, and interest from Respondent, together with any obligation and encumbrances thereon, and indemnifying and holding Respondent harmless thereon.

86. As part of the parties' global property settlement and allocation of obligations relating to the Edith Property, Respondent shall pay Petitioner One Thousand and no/100ths Dollars (\$1,000.00) per month until the Edith Property is paid in full. The parties expressly intend this obligation to be part of the property settlement and not alimony, and it shall not be subject to termination based on remarriage, cohabitation, or a change in financial circumstances unless otherwise agreed in writing or ordered by the Court. The Respondent's obligation to pay One Thousand Dollars (\$1,000.00) per month toward the property shall continue until the earliest of the following events: (1) the property is refinanced; (2) the property is sold; or (3) the mortgage is assumed, thereby releasing Respondent from further responsibility for such monthly property payments. Upon the occurrence of any of these events, Respondent shall have no further obligation to make the \$1,000.00 monthly property payments.

87. Respondent shall execute a Quitclaim Deed transferring his interest in the Edith Property to Petitioner within sixty (60) days after the mortgage on the Edith Property, including

any other encumbrances, have been paid off in full. Both parties names shall remain on the mortgage and title to the property until it is paid in full or sold. Petitioner and Respondent shall continue to have full access to the mortgage to ensure full payment is made each month. Shall Respondent make a payment on behalf of Petitioner to protect his credit, he shall be reimbursed the same within thirty (30) days. Respondent's name shall remain on the existing mortgage until the mortgage is paid in full, whether by regular payment, refinance, or sale of the property. If the property is sold before the mortgage is otherwise paid in full, the outstanding mortgage balance shall be paid from the sale proceeds at closing.

88. Respondent shall be awarded sole ownership and exclusive possession of the real property located at 170 E. Belmont Ave, Apt. 8, Salt Lake City, Utah 84111 ("Belmont Property"), free from any right, title, claim, and interest from Petitioner, together with any obligation and encumbrances thereon, and indemnifying and holding Petitioner harmless thereon. Petitioner shall execute a Quitclaim Deed transferring her interest in the Belmont Property to Respondent within sixty (60) days of the date of entry of the Decree.

#### **MOTOR VEHICLES**

89. Petitioner shall be awarded the 2021 Subaru Ascent subject to any debt thereon, free of any claim or interest by the other party and indemnifying and holding Respondent harmless thereon.

90. Respondent shall be awarded the 2021 Subaru Outback subject to any debt thereon, free of any claim or interest by the other party and indemnifying and holding Petitioner harmless thereon.

91. The parties shall return all keys in his /her possession to the other party.

92. Both parties shall execute any and all documents necessary to effectuate the assignment and refinance of these vehicles.

### **PERSONAL PROPERTY**

93. During the course of the marriage the parties acquired personal property, which shall be divided as the parties have already divided it.

94. Petitioner shall be awarded the tent trailer.

95. Each party shall be awarded their personal effects, and any family heirlooms or property passed down through their family.

96. The parties shall be responsible for any debt associated with any item of personal property that is awarded to them and shall hold the other party harmless therefrom in the event the debt on the item was incurred jointly.

97. Each party shall be awarded any personal property acquired before the marriage or received by gift or by inheritance during the marriage.

### **BUSINESS INTERESTS**

98. Respondent shall be awarded sole ownership and exclusive possession of the parties' interest in the business known as Gorseth Group, Inc., and the investments known as Gruvi Investment, 2-Row Investment, and Hauler Hero Investment, free of any claim or interest by the other party and indemnifying and holding Petitioner harmless thereon.

### **FINANCIAL AND INVESTMENT ACCOUNTS**

99. Petitioner shall be awarded the Mountain America Credit Union account, including all sub accounts, ending in x2404, free of any claim or interest by the other party and indemnifying and holding Respondent harmless thereon.

100. Respondent shall be awarded the Mountain America Credit Union account, including all sub accounts, ending in x9715 and the Mountain America Credit Union business account, including all sub accounts, for Gorseth Group, Inc., free of any claim or interest by the other party and indemnifying and holding Petitioner harmless thereon.

101. Respondent shall be awarded the Fidelity investment account ending in x811765, free of any claim or interest by the other party and indemnifying and holding Petitioner harmless thereon.

102. Respondent shall be awarded the Health Savings Account, free of any claim or interest by the other party and indemnifying and holding Petitioner harmless thereon.

103. Any financial account or investment not already divided shall be divided equitably between the parties.

#### **RETIREMENT ACCOUNTS AND PLANS**

104. The parties shall maintain interest in their own retirement plans in his or her own name, free of any claim or interest by the other party and indemnifying and holding the other party harmless thereon.

105. Respondent shall be awarded the Fidelity Roth individual retirement account ending in x541613, free of any claim or interest by the other party and indemnifying and holding Petitioner harmless thereon.

#### **DEBTS AND OBLIGATIONS**

106. During the course of the marriage the parties acquired debts and obligations.

107. Petitioner shall be responsible for the following credit cards:

<b>Petitioner</b>	<b>Respondent</b>
Chase Freedom Flex Credit Card x1690	Amex Credit Card: x2003

	JPMCB Chase Credit Card: x9245 Lowes Synchrony Credit Card: x9611
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108. The parties shall be responsible for the credit cards currently in his or her own name and indemnifying and holding the other party harmless thereon.

109. The parties shall be responsible for debts and obligations incurred since the date of separation.

#### **GLOBAL SETTLEMENT**

110. As a global property settlement, Respondent shall pay to Petitioner a sum of Three Thousand Eight Hundred Eighty-Six and 94/100ths Dollars (\$3,886.94) within thirty (30) days after entry of the Decree.

#### **MUTUAL RESTRAINING ORDERS**

111. The automatic Domestic Relations Injunction to be entered in this case shall govern the parties until further order of the Court.

112. Neither party shall use the other party's likeness, identity, credit, or personal information for any inappropriate or unauthorized purpose.

113. Neither party shall send to the other party any abusive emails, texts, or voice mails. Communications shall be civil.

114. The parties shall be restrained from committing, threatening to commit, or engaging in any conduct that could reasonably be construed as any form of domestic violence or domestic abuse against the other party.



115. Neither party shall intentionally interfere with the other party's employment or contact the other party's workplace except as reasonably necessary in an emergency involving the children.

116. Both parties shall not interfere with the employment of the other party in any way and shall avoid the workplace of the other party.

#### **ATTORNEY'S FEES AND COSTS**

117. Both parties shall be responsible for the attorney fees and costs incurred in this matter equally.

#### **MISCELLANEOUS/OTHER RELIEF AS EQUITY REQUIRES**

118. Respondent reserves the right to change her name to "Stacy Mae MacDonald" if and when she so desires.

119. After a Decree is issued by this Court, if a dispute ever arises between the parties concerning the terms and provisions in their Decree, they shall first participate in good faith in at least one session of mediation prior to returning to court to resolve their dispute. Notwithstanding, this mediation requirement shall not apply to a motion to address an emergency matter or enforcement.

120. The parties shall execute and deliver to the other party in a timely manner any documents necessary to implement the provisions of the Decree, which shall be entered by the Court. Each party shall be ordered to execute such deeds, contracts, agreements, titles, or other conveyances as may be necessary to transfer the property awarded to the parties in a timely manner.

121. In the event it becomes necessary for either party to retain legal counsel to enforce the terms and provisions of the Decree to be entered herein, the prevailing party shall be entitled to reasonable attorneys' fees and costs to enforce the provisions of the Decree.

#### **END OF DOCUMENT**

**Judge's signature may instead appear at the top of the first page of this document**

**APPROVED AS TO FORM:**

DATED: April 27, 2026

/s/ Terry Lynn Gorseth Jr.

Terry Lynn Gorseth Jr.

*Respondent*

Signed electronically via DocuSign 4/27/2026

#### **RULE 7 NOTICE**

Rule 7(j)(4) of the Utah Rules of Civil Procedure allows seven (7) days after service for the opposing party to submit notice of objection. If such objection, as to form, is not received within the subscribed time period, said order shall be executed by the Court.

DATED this 27th day of April, 2026.

**HARWARD & HAWES, PLLC**

/s/ Geniel M. Ashcraft

Geniel M. Ashcraft

***Attorney for Petitioner***

#### **CERTIFICATE OF SERVICE**

I, Hillary Harward, hereby certify that on this 27th day of April, 2026 I caused a true and correct copy of the foregoing **Proposed Decree of Divorce** to be served upon the following individual to his email addresses and the Court's electronic filing system:

Terry Lynn Gorseth Jr.,  
Respondent, Pro Se  
tgoreth@yahoo.com