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**IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY – STATE OF UTAH**

In the matter of the marriage of

BLAKE ANDREW FORD (Petitioner)

and

DARYA ANJELA FORD (Respondent).

DECREE OF DIVORCE

Case No. 234901230 DA

Judge: Amanda Montague

Commissioner: Michelle Blomquist

The above-entitled matter having come before the Court; Petitioner having heretofore filed his Affidavit as to Jurisdiction and Grounds for Divorce; Petitioner and Respondent having executed a Stipulation and Settlement Agreement dated the 23rd day of January 2026; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law, and having been fully informed on the premises, ORDERS, ADJUDGES, AND DECREES as follows:

JURISDICTION & VENUE

1. The parties are residents of Salt Lake County, Utah and have been for at least three months prior to the filing of this action.

MARITAL AND MINOR CHILD STATUS

2. The parties were married on May 4, 2022, Provo, Utah County, Utah and are presently married.

3. There is one minor child born as issue of this marriage, C.F. born October 2020. Mother is not currently pregnant, and no other children are expected.

4. Mother recently gave birth to a minor child who is a child from another relationship and the biological father's name is on the child's birth certificate. The parties agree that the minor child is not a child from this marriage and state that the presumption of paternity within a marriage is rebutted and that Blake Ford is not the child's father.

GROUND FOR DIVORCE

5. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

6. The parties should be granted a divorce on the grounds of irreconcilable differences.

OTHER PROCEEDINGS

7. Utah has jurisdiction to make child custody and parent-time determinations pursuant to UCA §81-11 *et seq.* (1953 as amended) in that:

a. Utah is the home state of the minor child at the time of commencement of this proceeding.

b. Pursuant to UCA §81-11-209, the minor child currently resides in Utah.

c. The parties have not participated in any other proceedings concerning the custody of or visitation/parent-time with the child.

d. The parties knows of no other person, not a party to these proceedings, who as physical custody of the child or who claims rights of legal custody or physical custody, or visitation/parent-time with the child.

CHILD CUSTODY

8. Legal Custody. The parties should receive joint legal custody of the minor child.
9. Physical Custody. Father should be awarded primary physical custody of the child subject to Mother's parent time in the parenting plan below.

PARENTING PLAN

Verification

10. Pursuant to Utah Code Ann. §81-9-203(5), this parenting plan is submitted in good faith.

Decision Making

11. Minor Decisions. Day-to-day decisions regarding the care, control, discipline, and common day-to-day issues and matters, related to the child, shall be made by the parent with whom the child is residing at the time.
12. Major Decisions. The parties shall have a meaningful discussion on all major decisions in the child's life regarding non-emergent and non-immediate-sickness-related health, safety, education, and religious matters. If the parties disagree on a major decision regarding the child, the parties should follow the decision-making process outlined below. "Major Decisions" are any decisions: (a) that relate to the child's health, safety, education, and religious matters; and (b) are not emergency decisions (which are treated and discussed below, herein); and (c) that are not frequent and ordinary or common day-to-day issues, matters, concerns, or decisions that parents frequently make regarding a child; and (d) that will likely have affects or effects, on the child's life (i.e., any aspect of the child's life), reasonably foreseeable to extend or last beyond three days' time (education and religious matters will, at all times, be regarded as, automatically, having affects or effects lasting beyond three days' time). Any decisions that are not Emergency Decisions or Major

Decisions—are and shall be Minor Decisions.

13. Major Decisions Decision Making Process. The parties must discuss any and all Major Decisions before making and implementing any such decision.

a. If after discussion, the parties cannot agree, the parties should be required to seek the advice of any professionals involved in the child's life such as teachers, doctors, or therapists.

b. If after seeking the advice of professionals, the parties cannot agree, the parties should be required to attend one session of mediation, unless the parties both agree in writing that mediation is unnecessary. The parties should be required to split the cost of mediation equally.

c. If after mediation the parties still cannot agree, either party may and must then seek the decision of the court on the matter.

14. Unless otherwise agreed, Father's residence shall be the child's primary residence for determining which school the child shall attend.

15. Emergency Decision. Either parent may make emergency decisions regarding the health and safety of the child. A parent making emergency decisions will notify the other parent immediately or as soon as practicable of any decisions that are being made.

Parent-Time Visitation

16. Mother should receive supervised parent-time pursuant to the step up plan below. Once Mother has completed the step up plan, Mother should receive parent-time pursuant to Utah Code 81-9-302.

17. Step-up Plan.

a. October-November 2025. Mother's parent-time should receive one supervised visit per week for the following dates in October and November: October 29, and November 5, 12, and 19. These visits should supervised, either by a professional supervision agency such as Kiger Family Services at Father's expense, or, the parties may also agree to use a nonprofessional supervisor for the visits. The visits should last up to 3 hours.

b. November-December 2025. Mother should receive a 6-hour unsupervised visit on each of the following dates, November 21 and 22, November 29 and 30. Mother should then receive an overnight visit for the following two weeks with the minor child occurring either on Wednesday the 22nd or Friday the 24th and either Wednesday December 3rd or Friday December 5th.

c. December 2025. Starting after December 5th, Mother should receive parent-time pursuant to Utah Code Ann. §81-9-302.

d. The parties agree to discuss the issue of mother receiving expanded parent-time pursuant to Utah Code Ann. §81-9-303 in January of 2027.

i. The parties may discuss and Father may agree to the expansion at that time; or

ii. Should Father disagree with the expansion, the parties agree that Mother may bring the issue of expanded 60/40 parent-time pursuant to §81-9-303 to the court for review. The parties agree and stipulate that should Mother bring a petition to modify for 60/40 custody at that time, the substantial change in circumstance requirement for modification will

be treated as having been met. The only issue for the court to determine would be whether expanded custody and parent-time are in the best interest of the minor child.

e. Drug Testing

- i. Year 1. Father may request Mother take a drug test once per week. Should Father suspect alcohol or drug use leading up to or during Mother's parent time he may request that Mother complete a UA within 24 hours of the request at a state certified drug testing facility. The party requesting the test shall pay the initial cost of the drug testing. However, if the test is positive, then the testing party shall reimburse the other party the cost of the test. If the tested party disputes a positive test, they may immediately obtain, at their own expense, a confirming test from a certified laboratory within 24 hours. If the confirming test is negative, the tested party shall be deemed to not have had a dirty test. If the test is not taken within 24 hours, that is grounds for requesting aid from the court. A request must leave reasonable time to complete the test in the required time. A dirty test will lead to the failing parent being subject to supervised parent time pursuant to the step-up plan above until further court order. Either party may request a hearing with the court whenever they deem necessary. The testing party shall execute a release with the appropriate drug and alcohol testing facility so as to authorize the results of any such drug test be sent to the requesting party or his or her counsel. The parties

shall act in good faith in exercising this right. The parties shall also act in good faith to coordinate reasonable testing logistics without harassment or abuse of process.

- ii. Year 2. Father can request up to 6 drug tests during Year 2. The same provisions for requesting a test, payment, and completing the test apply as listed in Year 1.
- iii. Year 3. Should a party wish to request a drug test that party should request a hearing with the court to obtain an order by the court for drug testing.

18. Holiday Parent-Time. Holiday parent-time shall be as the parties can agree. In the event they cannot agree the parties should follow the schedule outlined in U.C.A. §81-9-302 with Mother designated as the noncustodial parent as outlined in the following table.

Holiday and Time Period	Years granted for Noncustodial Parent	Years granted for Custodial Parent
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 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.	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 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	Odd Years	Even Years

(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.		
Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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
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	All years if custodial parent is the mother
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	All years if the custodial parent is the father
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 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.	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.	Always	Never
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	Even Years	Odd Years

(b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday 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.	Never	Always
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 night before school resumes.	Even Years	Odd Years
Winter Break (First Half) (1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd Years	Even Years
Winter Break (Second Half) (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the night before school resumes.	Even Years	Odd Years
Day of 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 Child's Birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years
Extended Summer Parent-Time Awarded and exercised as outlined below.	Every year	Every year

19. Extended Summer Parent Time. At her election, Mother is entitled up to four weeks of parent-time with the child, which may be consecutive, when school is not in session for summer break. For the four weeks of extended parent-time, two weeks, which may be consecutive, shall be uninterrupted parent-time for Mother and two weeks, which may be consecutive, may be interrupted by Father for a weekday visit. If Father is intending to interrupt Mother's two weeks, he shall provide notice of his intent within 10 days after receiving notification of Mother's plans to exercise interrupted extended parent-time.

20. Father is entitled to uninterrupted parent-time with the child for two weeks, which may be consecutive, when school is not in session for summer break.

21. In even numbered years, Father shall provide notice of his requested dates for extended parent-time by May 1 and Mother shall provide notice of her requested dates for extended parent-time by May 15.

22. In odd numbered years, Mother shall provide notice of her requested dates for extended parent-time by May 1 and Father shall provide notice of his requested dates for extended parent-time by May 15.

23. If a parent fails to provide notice within the timeframes outlined above, the complying parent may determine the schedule of the noncomplying parent. If both parents fail to follow the notice requirements, the first parent to provide notice may determine the schedule for the other parent.

Parent-Time Priority

24. If a parent-time schedule conflict arises as a result of holiday or extended parent-time the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- a. The holiday schedule for Mother's Day or Father's Day
- b. The holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time or holiday time and takes the child away from the parent's residence during the uninterrupted extended parent-time;
- c. The holiday schedule for any holiday in the above table that is not Mother's Day, Father's Day, or the child's birthday,

- d. Extended summer parent-time
- e. The regular schedule for weekday or weekend parent-time

Exchanges

25. Exchanges should be as the parties agree, if the parties disagree, exchanges occurring at school are preferred with the parent ending parent-time dropping the child off at school and the receiving parent picking up the child after school. When school is not in session, the parent beginning parent-time shall pick up the child at the residence of the other parent or at another agreed upon location. All exchanges should be completed curbside with the receiving parent remaining within arm's length of their vehicle at all times and the giving parent remaining within arm's length of the threshold of their residence or vehicle.

26. Mother currently does not have a Driver's License. Mother may come to exchanges with a third party who will drive Mother to begin and end parent-time until such time that Mother is able to receive a Driver's License.

27. A stepparent, grandparent, or other responsible family member designated by the receiving parent, may pick up the child if the other parent and the child are aware of the identity of the individual, and the receiving parent will be with the child within a reasonable time.

28. The parties or any third party who will be driving the child should have a valid driver's license.

29. Regular school hours may not be interrupted for the school-aged child for the exercise of parent-time by either parent unless agreed to in writing.

30. The parties will ensure that the minor children are ready for all exchanges on time and received within 5 minutes of the scheduled exchange time or notice of the parent's arrival for

pick-up, whichever is later.

Virtual Parent-Time

31. Both parents shall allow communication between the child and the other parent at reasonable hours and for reasonable duration.

32. The child should not be restricted from contacting the absent parent as they desire, however, they should not be compelled to do so.

33. The child shall not unreasonably call or communicate with the absent parent.

34. Should a parent buy a cell phone or other device for the child to use, the child shall always be able to use this phone to contact that parent. Either parent may restrict the phone's or device's use to that purpose only, but the non-purchasing parent may not take the phone or device away completely. Neither parent has the right to block the other parent's phone number on any device utilized by the child.

Information Sharing

35. Both parents shall keep the other informed as to residence address, home, work and cell phone numbers, email addresses and any other important contact information, including how to be reached in the event of an emergency. If either parent changes any of his or her contact information as indicated above, that parent must notify the other parent in writing within 24 hours of the change. Both parents shall also provide their contact information to all third parties who are important in the child's life, such as day care providers, educators, doctors, dentists, and both parents shall be listed as the child's parent and as an emergency contact with those providers.

36. Both parents shall have access to all records of the child including, but not limited to,

school, medical, dental, and psychological records, and this Parenting Plan shall constitute a release to allow each parent access to all records of the child. The parents will make arrangements with the minor child's schools for each parent to receive a copy of the child's report cards, school calendars, etc.

37. Unless each parent has independent access to this information, each parent should share with the other all schoolwork, report cards, school pictures, and other information relating to the schooling and extracurricular activities of the minor child. Further, unless each parent has independent access to this information, each parent should take affirmative steps to share information regarding the times and locations of parent-teacher conferences, school programs, church programs, sporting events, recitals, performances, practices and other significant events involving their child.

Communication

38. Both parents shall engage in civil communication to discuss matters relating to the minor child with each other only and shall avoid using the minor child to relay messages or information. The parties shall primarily communicate through email or text. Phone calls are appropriate in emergencies or when agreed to by both parties. Text messages are appropriate in emergencies, changes to same day parent-time schedule, or when indicating arrival for exchanges.

Child's Bedroom

39. Both parties should ensure that the minor child has her own bed and bedroom.

40. The child should not sleep in the same bed as a party's significant other.

Respect and Cooperation

41. Both parents should support each other in their respective parenting roles and encourage a positive relationship between the child and the other parent and encourage third parties to do the same. The parties should respect the child's rights to have a meaningful bond with each parent, stepparents, and other relatives.

42. Both parents shall recognize that the best interest of the child requires them to cooperate and treat each other with dignity and respect, especially in the presence of the child.

43. Both parents shall share information on any condition, problem, significant fact, or circumstance, which may affect the other parent's relationship with the child or the well-being of the child.

44. The parties shall build a co-parenting relationship filled with trust and respect.

45. The parties shall start over and recommit to this Parenting Plan when one or both neglect a provision in this plan.

46. Both parents shall have full access to all electronic devices or accounts the child uses, including knowing usernames and passwords. Neither parent has the authority to block the other parent from communicating with the minor child through any of his/her devices or accounts.

47. Parent-time shall not be denied for failure to comply with any of the provisions in this pleading. Intentional denial of parent-time shall be grounds to change custody at any court proceeding.

Extended Overnight Trips

48. Both parties shall notify the other whenever the child travels on any overnight trip. The traveling party shall provide an itinerary of travel dates; destinations; and a way the child or traveling parent can be reached. The traveling party shall get the other's permission should this

trip interfere with the parent-time schedule. In case of emergency, the parent will provide as much notice as possible.

School Functions and Extracurricular Activities

49. Both parties shall be entitled to participate in all extracurricular activities and school functions the child attends.

50. The parties shall keep each other informed of any extracurricular activities the child is involved in and notify the other parent of any special events or ceremonies for the child within 24 hours of receiving notice of the same.

51. Neither parent shall register the child for activities that occur during the other parent's parent-time without the express written permission of the other parent.

Parent-Time Respect

52. Both parents shall comply with the parent-time schedules unless they mutually agree to alter the schedules in writing. If either parent wrongfully denies parent-time as set forth herein without agreement by the other party, that parent will pay all costs associated with mediation or litigation associated with resolving the violation and to ensure future compliance.

53. Notwithstanding the above provision, both parents should be flexible in making temporary adjustments in their parent-time schedules for unexpected situations. The parent seeking an adjustment shall give the other parent as much advance notice as possible (at least 24 hours except in an emergency). The other party shall use his or her discretion in allowing for an adjustment, but not unreasonably refuse.

54. Both parents should give special consideration to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important

ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedules.

55. The parties shall notify the other when the child is ill. Prior to the exchange of the child who is ill, the parties shall discuss regular parent-time and shall reasonably accommodate the sick child. If the parties cannot agree, regular parent-time shall not be affected. A parent shall not use the child's illness to frustrate parent-time.

56. Neither parent should schedule or promote to the child events or activities that fall on the other parent's parent-time without first obtaining permission from that parent in the following manner: The requesting parent will notify the other parent of the event or activity and discuss with them the benefits of the child's attendance prior to discussing it with the child. If the other parent has something scheduled or decides that the child cannot participate in the event or activity for any reason, the requesting parent will abide by that decision and not attempt to influence the other parent through the child.

57. Both parents should have access to the child during school and authority to check the child out of school.

58. Regular school hours may not be interrupted for school-aged children for the exercise of parent-time by either parent unless agreed to in writing.

59. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

Non-interference with the Parties' Personal Lives

60. Each party shall be completely free from the interference, authority, and control of the other party, except as impacts the care of the child, as set forth in this Petition.

61. Each party shall have the right to conduct his or her social life and business affairs as he or she sees fit without interference or comment from the other party.

Relocation of a Parent

62. In the event either party intends to relocate outside of the State of Utah or more than 150 miles from their current residence, the parties shall be bound by all notice and other provisions of U.C.A. 81-9-209 (60 days formal written notice shall be required). The parties shall be encouraged to give notice more than 60 days in advance of the desired relocation if possible, and to mediate the issue, insofar as time permits.

Adjustments or Modifications

63. All permanent adjustments or modifications to this Parenting Plan shall be made in writing, signed by both parties, and filed with the Court. Temporary or minor changes can be made whenever the parties agree.

Failure to Comply

64. If a parent fails to comply with any of the provisions under this Parent-Time Section, the other parent's obligations under said section are not affected.

– End of Parenting Plan –

FINANCIAL PROVISIONS

Child Support

65. The Court should order child support that is consistent with a Child Support Obligation Worksheet for Sole Custody and the Uniform Child Support Schedule.

66. Mother is imputed with minimum wage earning \$1257 per month.

67. Father operates his own business and receives disability from the military for a total

monthly gross income of \$6,000.

68. Each month Mother shall pay Father \$75 in child support.

69. Father shall be permitted to use the services of the Office of Recovery Services to collect child support at any time.

70. Child support shall commence September 1, 2025. Pursuant to Utah Code Ann. §81-7-102, child support shall be due on the 1st with installment payments of one half paid on the 5th and the other half paid on the 20th of each month.

71. Child support shall continue until the minor child reaches the age of eighteen (18) or graduates from high school during their normal and expected graduating class, whichever occurs later or marries, dies, joins the armed forces or is otherwise emancipated.

72. Pursuant to Utah Code Ann. §81-6-102, §81-6-202, and §81-6-212, any child support may be adjusted by motion when the most recent Child Support Order is older than three (3) years and by petition when the most recent Child Support Order is less than three (3) years old.

Medical Insurance and Expenses

73. Pursuant to Utah Code Ann. §81-6-208, if health, dental, and optical insurance for the benefit of the minor child is available to either party at a reasonable cost through their respective place of employment, that party should be required to maintain insurance for the child. Father is currently providing insurance for the minor child under the Affordable Care Act and receives subsidies. The parties should discuss adding the minor child to a second plan and sign a written agreement before Mother takes any action to add the minor child to another insurance plan, as the addition of the minor child to another plan could make the minor child ineligible for subsidies with Father's current insurance coverage. If the child is ever covered by insurance from

both parents, Father's insurance shall be designated as the primary insurance and Mother's insurance shall be designated as the secondary insurance, unless otherwise agreed. If the minor child is ever covered by the plan of a step-parent, that step-parent's plan shall take the same designation as the parent to whom they are married.

74. Both parties should share equally the out-of-pocket costs of the insurance premium actually paid by a parent for each child's portion of insurance. The child's portion of the premium should be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor child of the parties in this case. If the child is covered by policies from both parents, each parent shall be responsible for their premiums individually.

75. Both parties should share equally all reasonable and necessary uninsured medical, dental, orthodontic, and optical expenses, including deductibles and co-payments, incurred for the minor child and actually paid by the parties.

76. The parent ordered to maintain insurance should provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent should notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

77. A parent who incurs medical, dental, orthodontic, or optical expenses should provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.

78. A parent incurring medical, dental, orthodontic, or optical expense 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 comply with the notification requirements above.

79. The parent to whom written verification is provided should reimburse the parent who incurred the medical, dental, orthodontic, or optical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

80. Split Billing. The parties should follow Utah Code Ann. §15-4-6.7. Pursuant to U.C.A. §15-4-6.7 and §81-3-105 when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-9-302, §81-4-204, §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full their share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

Daycare Expenses

81. The parties should equally divide any work-related childcare expenses pursuant to Utah Code Ann. §81-6-209.

82. If an actual expense for childcare is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare expense ceases to be incurred, that parent may suspend making monthly payment of

that expense while it is not being incurred, without obtaining a modification of the child support order.

83. Childcare by family is preferred and presumed to be of no cost.

84. In the absence of a court order to the contrary, a parent who incurs childcare expense 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.

85. In the absence of a court order to the contrary, the parent shall notify the other parent of any change of childcare provider or the monthly expense of the childcare within 30 calendar days of the date of the change.

86. In addition to any other sanctions provided by the court, 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 provide proper verification.

School Fees and Extracurricular Activities

87. School Fees. The parties shall divide all required school costs and fees equally.

88. Extracurricular Expenses. Each party is required to pay one half of all costs relating to the minor child's participation in extracurricular activities so long as both parties agree to it in writing. A party's agreement to an extracurricular activity cannot extend beyond the current season or a year's commitment without agreement.

89. While a parent may unilaterally register and pay for extracurricular activities, neither parent shall register the child for activities that occur during the other parent's parent-time without their express written permission.

Taxes

90. Father should claim the minor child for state and federal tax purposes every odd year. Mother should claim the minor child for state and federal tax purposes every even year. Should a party not receive a benefit from claiming the child, the other parent should be given the option to claim the child for tax purposes that year.
91. A parent must be current on their child support obligations by December 31st of a given year to receive the benefit of claiming a child on their tax filing for that year.

Alimony

92. Both parties are capable of providing for their own needs. Neither party should be awarded alimony or spousal support from the other now or in the future.

ASSET/DEBTS DIVISION AND PROVISIONS

Real Property

93. The parties do not have any real property.

Personal Property

94. The parties have already divided all personal property.

Separate Property

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

Banking and Retirement Accounts

96. The parties have divided all bank accounts.
97. The parties shall be awarded the funds in their own separate accounts free and clear of

any claim from the other party. There are no joint accounts to be divided.

98. Neither party has retirement accounts.

Debts and Obligations

99. Father should be awarded the debts in his own name.

100. Mother should be awarded the debts in her own name.

101. The parties should be liable for any debts incurred in their separate names.

102. The parties agree that there are no joint marital debts. If an additional debt is discovered, it should be the sole responsibility of the party causing the debt to be incurred.

MUTUAL RESTRAINING ORDERS

103. Neither parent shall attempt to harm the relationship between a parent and the child.

104. It is fair and reasonable that both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the child for the other parent including, but not limited to, making disparaging comments about the other parent or his/her extended family.

105. It is fair and reasonable that both parties shall be restrained from speaking to the child about the issues in this case or from attempting to influence the child's preference regarding custody or visitation, which would tend to diminish the love and affection of the child for the other parent.

106. Both parents shall be restrained from disparaging the other parent.

107. Both parties should inform the other party should inform the other party before introducing a new significant other to the minor child.

108. These restraints also include, but are not limited to statements on social media, phone

calls, voice mails, text messages, emails, and include any future developed forms of communication & correspondence not currently in existence; remarks to extended family members, employers, or friends using any of the above-mentioned mediums, or making statements in any way that is likely to get back to the child or the other party.

109. Both parties shall also be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.

110. The parties shall not come to the residence or workplace of the other parent, except for parent-time exchanges or as formally invited.

111. It is fair and reasonable that both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from committing such violations or shall remove the child from such circumstances.

112. Neither party shall consume alcohol or use illicit drugs leading up to or during parent time.

MISCELLANEOUS

113. Divorce Education Courses. The parties agree to complete the divorce education courses and file with the court.

114. Name Change. Mother should be permitted to retain her previous name of Union if she so desires.

115. Attorney Fees. Each party will pay their own attorney fees.

116. Each party should be ordered to execute and deliver to the other such documents as are

required to implement the provisions of the Decree of Divorce entered by the Court.

117. Before bringing any future legal action in this case, other than an enforcement action, the parties must first attempt mediation to resolve issues that may arise between them.

End of Decree

The court's signature shall appear at the top of the first page when executed.

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), these Findings of Fact and Conclusions of Law do not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.

APPROVED AS TO FORM:

Joshua Kotter
Joshua Kotter
Attorney for Respondent

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES
OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL**

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Decree prepared by Petitioner shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of February 2026, I caused a true and correct copy of the foregoing **DECREE OF DIVORCE** to be served on the following individuals via electronic mail.

Joshua Kotter
Attorney for Respondent
jrkotter@mountainstateattorneys.com

/s/ Alicia Velarde Jones
Alicia Velarde Jones
Senior Paralegal