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<p align="center">IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH</p>	
<p>In the Matter of the Marriage of:</p> <p>SAMUEL CHAPMAN,</p> <p align="center">Petitioner,</p> <p>vs.</p> <p>EBONI CHAPMAN,</p> <p align="center">Respondent.</p>	<p align="center">DECREE OF DIVORCE</p> <p align="center">Case No. 264900811</p> <p align="center">Judge: Hon. Joel Ferre</p> <p align="center">Commissioner: Hon. Russell Minas</p>

The parties, Samuel Chapman and Eboni Chapman, by and through their respective counsel of record, 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. **Residence.** The parties are residents of Salt Lake County, State of Utah, and have been for at least three (3) months immediately prior to the commencement of this action.

2. **Marriage Information.** The parties were married on June 3, 2018, in Tibble Fork Canyon, Utah County, Utah, are presently married, and separated in February 2025.

3. **Grounds.** The parties shall be granted a divorce on the grounds of irreconcilable differences.

4. **Jurisdiction.** This Court has general jurisdiction over this matter, pursuant to Utah Code §78A-5-102(1).

5. **Personal Jurisdiction.** This Court has personal jurisdiction over the parties, pursuant to Utah Code §78B-3-205(6) and Utah Code §81-4-402(1)(a).

6. **Venue.** Venue is proper in this Court, pursuant to Utah Code §78B-3a-201.

7. **Home State Jurisdiction.** The minor child has lived in Utah for at least six (6) consecutive months immediately before the commencement of this child custody proceeding, and Utah is the minor child's home state, pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act. Accordingly, this Court has jurisdiction to make initial child custody determinations with respect to the minor child.

8. **Child Support Jurisdiction.** This Court has jurisdiction to enter child support orders, pursuant to Utah Code §81-6-101 et seq. (Utah Child Support Act) and Utah Code §81-8-101 et seq. (Utah Uniform Interstate Family Support Act).

9. Petitioner states 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

child in this state or any other state or country that would interfere with this Court's authority to issue initial child custody, child support, and parent time order.

CHILDREN

10. **Minor Child.** The parties have one minor child, M.A.C. (born January 2011).

11. **Custody.** The parties shall be awarded joint legal and joint physical custody. In the event the parties are unable to reach agreement on major decisions affecting the child after good-faith consultation and mediation, Respondent shall have limited tie-breaking authority as to such major decisions.

12. **Parent-Time.** Parent-time shall be as the parties agree. If the parties are unable to agree, parent-time shall be pursuant to Utah Code § 81-9-302. The noncustodial parent time shall be followed:

- a. **One weekday evening.** To be specified by the noncustodial parent or the court or Wednesday evening if not specified, beginning at 5:30 p.m. and ending at 8:30 p.m.; or at the election of the noncustodial parent, one weekday to be specified by the noncustodial parent. Beginning at the time that the minor child's school is regularly dismissed and ending at 8:30 p.m.; or if school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning at 9 a.m. and ending at 8:30 p.m.

- b. **Alternating Weekends.** Beginning on the first weekend after entry of the decree, alternating weekends beginning at 6 p.m. on Friday and ending at 7 p.m. on Sunday; or at the election of the noncustodial parent and beginning on the first weekend after the entry of the decree. Beginning at the time that the minor child's school is regularly dismissed on Friday and ending on Sunday at 7 p.m. If school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning on Friday at 9 a.m. and ending on Sunday at 7 p.m.
- c. **Extended Parent-time, Summer break.** The parties shall follow the summer parent-time schedule set forth below.

Noncustodial	Custodial
<ul style="list-style-type: none"> • four weeks of parent-time with the minor child, which may be consecutive, when school is not in session for summer break. For the four weeks of extended parent-time for a noncustodial parent • Two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and • Two weeks, which may be consecutive, may be interrupted by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday day parent-time. 	A custodial parent is entitled to uninterrupted parent-time with the minor child for two weeks, which may be consecutive, when school is not in session for summer break.

- d. **Holiday Parent-Time.** The parties shall follow the holiday parent-time schedule set forth below, which takes precedence over regular weekly parent-time (holidays not appearing on this schedule will go to the parent having the parent-time on that particular day/time):

Even Years	Odd Years	Holiday and Time
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Mother	Father	Martin Luth King Day 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 Dr. Martin Luther King Jr. Day.
Father	Mother	President's Day 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
Mother	Father	Spring Break 6:00 p.m. on the day that school dismisses for spring break to the day following the end of spring break with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	Memorial Day Friday 9 a.m. if the parent is available to be with the minor child; or 6 p.m. at the election of the parent granted the holiday. Ends at 7 p.m. on Memorial Day.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to 7:00 pm. on the holiday
Father	Father	Father's Day 9:00 a.m. on the holiday to 7:00 pm. on the holiday
Mother	Father	Fall Break Weekend 6:00 p.m. on the day that school dismisses for fall break to the day following the end of fall break with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	Juneteenth National Freedom Day 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 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Mother	Father	4th of July. Begins July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.
Father	Mother	24th of July Pioneer Day begins on July 23rd at 6 p.m. Holiday ends on July 25th at 6 p.m.
Mother	Father	Labor Day begins on Friday at: 9 a.m. if the parent is available to be with the minor child; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on Labor Day.
Father	Mother	Columbus Day begins at 6 p.m. on the day before Columbus Day. ends at 7 p.m. on Columbus Day.
Mother	Father	Fall Break 6 p.m. on the day school is dismissed for fall break. ends at 7 p.m. on the day before school resumes.
Father	Mother	Halloween begins on October 31st or the day that Halloween is traditionally celebrated in the local community; at the time that school is dismissed; or at 4 p.m. if there is no school. Holiday ends at 9 p.m. on the same day the holiday begins.
Mother	Father	Veterans Day 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.
Father	Mother	Thanksgiving begins when school is dismissed for Thanksgiving until the Monday following Thanksgiving with drop off to school, or 8:00 a.m. if there is no school.

Mother	Father	First Half of Christmas Vacation , including Christmas Eve and Christmas Day begins when school is dismissed for winter break until December 27 th at 7:00 p.m.
Father	Mother	Second Half of Christmas Vacation begins on December 27 th at 7:00 p.m. until drop off at school on the day that school resumes after the winter break.
Mother	Father	The day before or after child's birthday from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.
Father	Mother	Child's actual birthday from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday

13. **Notification to the other parent.** Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break.

- 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. The noncustodial parent shall provide notice to the custodial parent by May 15.
- c. If a parent fails to provide a notification within the time periods, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods, the first parent to provide notice may determine the schedule for summer break for the other parent.
- d. If a custodial parent intends to interrupt a noncustodial parent's parent-time, the custodial parent shall provide notification to the noncustodial parent of the intent

to interrupt parent-time within 10 days after the day on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

- e. An election shall be made by the noncustodial parent at the time of entry of the divorce decree or court order, except that the election may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the minor child's schedule.

14. **Telephone contact and Virtual Parent-time.** The parties shall have the opportunity to exercise virtual parent-time with the minor child at reasonable times and for a reasonable duration, taking into account the minor child's schedule and preferences. The minor child may initiate contact with either parent at the minor child's discretion.

PARENT PLAN

15. **Parenting Plan.** The parties submit this 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' child are set forth herein. The parties present this Parenting Plan with the genuine belief that it is in the child's best interest.

- a. This Parenting Plan implements the custody determination set forth above.
- b. The parties shall not involve the child in disputes or disagreements that may arise between the parties at any time or in any way.
- c. The parties shall each have one copy of the minor child's birth certificate.

- d. The parties shall be polite and behave maturely in communications with each other and during the exchanges of the child.
- e. Day-to-day decisions regarding the care, control, and discipline of the parties' child shall be made by the parent with whom the child is currently residing at that time.
- f. The parties shall make emergency decisions affecting the health or safety of the child when he is 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.
- g. The parties shall work together to make decisions in the best interests of the minor child, including making major decisions involving medical care, religious upbringing, and education for the minor child. 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, then either party may request one good faith session of mediation, with each party sharing the cost of mediation equally. If the parties are unable to agree after mediation, then a party may bring an issue to court.
- h. The parties shall communicate and share information regarding the minor child's development, including school records, medical, vision, and dental

treatment, therapy, extracurricular activities, sports, and other appropriate information with each other.

- i. The parties shall notify each other of any special events involving the child 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.
- j. Both parties shall communicate through email or text message, unless it is a time sensitive or emergency issue, which then constitutes a telephone call.
- k. The parties shall not schedule or promote to the child 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.
- l. 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.
- m. The parties shall both have access to the child during school and shall have the authority to check the child out of school.

16. **Difference in Parenting Styles:** It is probable that differences in parenting styles have and will occur. To that extent, the parties shall focus their attention on conversations regarding the child rather than each other and encourage the child to understand that differences occur and attempt to adapt to those differences without suggesting that the other parent is better

or worse. The parties shall respect the other parent's right to establish an independent life with the child so long as it is not detrimental.

17. **Consistency in Raising the Child:** There will undoubtedly be inconsistencies in the way each party creates ground rules and imposes discipline on the child. In an effort to maintain some consistency and standards for discipline, both parties shall attempt to adopt behavior rules that will apply in both homes, which shall include bedtime, homework, types of movies and video games, frequency of TV, and computer time. If the child complains about a particular parent's rules for the child, the explanation shall be that it must be resolved with the other parent so that the parents do not become an ally with the child in that regard. If it is perceived by one party that the discipline of the other is inappropriate, the discussion shall be had with the other parent without going through the child.

18. **Extended Family Relationships:** The parties shall encourage the child 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 child to attend special events for the other family and permit the child to spend time with extended family which may otherwise interfere with the time-sharing arrangement earlier anticipated.

19. **Contact When Child is With the Other Parent:** Each parent shall reasonably support the minor child's communication with the other parent at all times.

20. **Extracurricular Activities and Sports:** Both parties shall encourage and support the child's participation in extracurricular activities and sports. Both 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 child up for the extracurricular activity above and beyond what is agreed upon in writing by both parties shall solely bear the cost.

21. The parties shall enroll the child in a reasonable number of activities and shall not purposefully try to supplant parent time with activities. Both parties shall not purposefully deny a child entrance into an extracurricular activity for the purpose of making the other parent bear the cost entirely.

22. The parties shall allow participation in activities in which the child expresses a desire to participate to the greatest extent possible.

23. Both parties shall facilitate participation in scheduled extracurricular activities and have access to the minor child's school records and may check the minor child out of school for legitimate purposes, consistent with school policies and the minor child's best interests.

24. **Disparaging Remarks:** Both parties shall protect the child from exposure to disparaging comments about the other parent. When in the presence of the child, both parties shall interact with each other in a courteous and respectful manner. Neither party shall engage in raised voices, disparaging remarks, or any conduct that undermines the dignity or parental authority of the other.

25. Each party shall refrain from making disparaging remarks about the other to third parties and shall take reasonable steps to prevent third parties, including family members and close associates, from engaging in such conduct.

26. **Religious Affiliation:** The parties shall support and respect the other's religious preferences and shall encourage the child's participation in religious activities with both parents.

However, both parents shall be free to choose an appropriate religion to participate in with the child or shall be free to refrain from attending religious services during their parent time with the child. Each parent shall be free to attend any place of worship with or without the child even if worship attendance is at the same time and location as the other parent.

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

28. Neither party shall enroll the child 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 child. 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.

29. In the event of a medical emergency, each party shall make every effort to contact and consult with the other party but shall be entitled to make necessary decisions until both parties are available. Such efforts shall include every means at the party's disposal, including calls to work, home, and cell phone, as well as leaving messages at all such numbers, and at the homes of relatives in order to make sure the other parent knows about the medical emergency.

30. **Child's Bill of Rights:** The parties shall each abide by the Child's right: (a) not to be asked to "choose sides" between the parents; (b) not to be told the details of the divorce; (c) not to be told "bad things" about the other parents; (d) to privacy when talking to either parent on the

telephone; (e) not to be questioned after visiting or talking with the other parent; (f) not to be asked to be a messenger from one parent to the other; (g) not to be asked by one parent to tell the other parent untruths; (h) not to be used as a confidant regarding the divorce proceedings; (i) to express feelings, whatever those feelings may be; (j) to choose not to express certain feelings; (k) to be protected from parental warfare; and (l) to love both parents.

31. **Right of First Refusal.** Each parent shall have the right of first refusal to exercise additional custodial time with the child only if the parent exercising custodial time will be unavailable overnight and the other parent is available and willing to provide care. This provision does not apply to school activities, extracurricular activities, social events, or the minor child's independent activities.

32. **Transportation.** The transportation for parent-time exchanges shall be as the parties agree. If the parties are unable to agree, parent-time exchanges shall be as follows:

- a. A party exercising the right of first refusal shall provide the transportation both directions.
- b. Parent-time exchanges shall occur at the minor child's school when school is in session. The party ending parent-time shall ensure the minor child is delivered to school and the party beginning parent-time shall ensure the minor child is picked up from school.
- c. When school is not in session, the party beginning parent-time shall provide the transportation for the parent-time exchange, which shall occur at the other parent's residence, except as otherwise indicated herein.

33. **Educational Plan.** The parties shall adopt the following Parenting and Educational Plan provisions:

- a. Respondent's residence shall be considered the primary residence of the child for purposes of school enrollment;
- b. Both parties will be listed on and have access to the minor child's school, church, medical and other records and both parties shall be included as the parents on such records. As joint legal custodial parents, it is the responsibility of each parent to contact the minor child's school, coaches, teachers, doctors, dentists, church leaders, etc. in which the minor child is involved to establish their own relationship and have notices of significant school, social, sports, and community functions in which the minor child is participating or being honored sent directly to each parent. Both parties shall be entitled to attend and participate fully. If one parent receives notice that the other parent would not have access to, the party receiving said notice shall notify the other parent within twenty-four (24) hours of receiving the notice;
- c. The parties shall each obtain their own information regarding the minor child's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information;
- d. Both parties shall notify the other parent of injury or illness as soon as reasonably possible involving the minor child;

- e. Both parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;
- f. Both parties shall notify the other parent of any change of address, email address, cell phone number and telephone number within twenty-four (24) hours of the change;
- g. The parent who has the minor child in his/her care may make minor day-to-day decisions regarding the minor child without having to consult with the other parent;
- h. For emergency purposes, whenever the minor child travels overnight or longer, the parent arranging the travel shall provide the other parent with an itinerary of travel dates, destinations, and places where the minor child can be reached;
- i. The parties shall work together in a reasonable manner to accommodate each other and to provide the minor child consistency and stability;
- j. Special consideration shall be given by each parent to make the minor child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule;

- k. Both parties shall maintain a safe and appropriate sleeping and living accommodations for the minor child;
- l. Both parties shall have adequate clothing for the minor child at his/her residence;
- m. Both parties shall not ask the minor child to keep secrets from the other parent;
- n. Both parties shall be supportive and respectful of the other parent in the presence of the minor child;
- o. The party with the minor child in his/her care shall be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time;
- p. Communication regarding the minor child shall be directly between the parents and shall not involve third parties;
- q. Both parties shall make joint decisions regarding substantial or significant issues affecting the minor child including but not limited to the minor child's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. If the parties cannot reach an agreement, the parties shall attend mediation. Each party shall be responsible for one-half the cost of the mediation. If the parties do not reach an agreement in mediation, either party may take the issue before the court.

FINANCIAL NEEDS OF THE CHILD

34. **Child Support.** For purposes of calculating child support, Eboni's estimated gross monthly income is imputed at \$4,377.00.

35. Sam is self-employed. For purposes of calculating child support, Sam's gross income is estimated at \$5,458.00., consistent with Utah Code §81-6-203. This income shall serve as the basis for the initial joint child support calculation.

36. The Child Support obligation shall be based on a joint physical custody worksheet and calculated pursuant to U.C.A. § 81-6-206.

37. Amount. Based on the joint custody child support calculation worksheet for one child, Sam's child support obligation to Eboni will be \$564.00 per month. This is calculated with Sam having 111 overnights and Eboni having 254 overnights.

38. Commence: Child support shall commence on the first day of the month following entry of the Decree of Divorce and shall be due and payable on the first day of each month thereafter.

39. Modification. Either party may petition the Court for modification of child support upon meeting the requirements of Utah Code 81-6-212 and or Utah Code 81-6-213.

40. In the event child support is ordered pursuant to a future modification of the *Decree of Divorce*, such payments shall commence on the first day of the calendar month immediately following entry of the modified order. This provision shall apply to any judicially determined or stipulated modification affecting child support obligations.

41. Due. Payment will be due one half on the 1st of the month but is not considered late if paid by end of day on the 5th day of each month. The second half of child support is due on the 15th of the month, but is not considered late, if paid by end of day on the 20th of the month. If the Office of Recovery Services is used to collect support, its payment schedule will be followed.

42. The parties must notify each other within 30 days of any change in his or her income. The parties may follow the U.C.A. to seek a remedy to change support based on a change in income or the other party's change in income.

43. **Medical and Dental Insurance and Expenses.** Pursuant to Utah Code § 81-6-208, a parent shall maintain medical and dental insurance for the minor child if available at a reasonable cost and accessible to the child. Eboni Chapman currently provides health insurance for the minor child.

44. Insurance Premiums. Eboni shall maintain health insurance coverage for the minor child so long as it is available at a reasonable cost through her employment or otherwise.

45. Reimbursement. Sam shall reimburse Eboni for one-half (50%) of the portion of the health insurance premium attributable solely to the minor child. Eboni shall provide documentation sufficient to verify the child's portion of the premium upon request.

46. Reimbursement shall be made within thirty (30) days of receipt of documentation

- a. **Uninsured Expenses.** The parties shall equally share all reasonable and necessary uninsured or unreimbursed medical and dental expenses for the minor child, including deductibles and copayments.
- b. **Proof of Coverage.** The parent maintaining insurance shall provide proof of coverage upon enrollment and thereafter by January 2 of each year. Any change in coverage, carrier, premium, or benefits shall be disclosed within thirty (30) days.
- c. **Expense Reimbursement.** The parent seeking reimbursement shall provide written proof of payment within thirty (30) days of incurring the expense.

Reimbursement shall be made within thirty (30) days of receipt of proof of payment.

- d. **Failure to Comply.** Failure to comply with the notice or documentation requirements may result in denial of reimbursement or credit.
- e. **Primary Coverage.** If both parents provide insurance coverage, Eboni's policy shall be primary and Sam's policy shall be secondary. If coverage is provided through a stepparent, that coverage shall be treated as coverage of the remarried parent.
- f. **Double Coverage.** If the child is covered by both parents' insurance, neither parent shall owe reimbursement to the other for insurance premiums.

47. **Payment of School Fees and expenses.** The parties shall each be responsible only for their respective court-ordered share of the minor child's school fees pursuant to Utah Code §§ 81-4-204 and 81-4-406, and neither party shall be held liable for the other party's portion.

48. **Child Tax Credit.** The parties acknowledge that Respondent claimed the minor child for the 2025 tax year.

49. Respondent shall continue to claim the federal and state income tax dependency exemption and any related child tax credits for the minor child.

50. **Relocation.** Pursuant to Utah Code § 81-9-209, a parent who intends to relocate 150 miles or more from the other parent's residence shall provide the other parent with written notice at least sixty (60) days prior to the intended relocation.

51. The notice shall affirm that court-ordered parent-time will be followed and that neither parent will interfere with the other parent's parental rights.

52. Upon notice of relocation, either party may request a hearing for the Court to review the relocation and to make appropriate orders regarding parent-time and allocation of transportation costs.

53. If the Court determines that relocation is not in the minor child's best interests and the relocating parent nonetheless relocates, the Court may modify custody or parent-time as permitted by law.

54. If relocation is approved, parent-time and transportation costs shall be determined in accordance with Utah Code § 81-9-209, including the statutory minimum parent-time provisions applicable to a child between the ages of five (5) and eighteen (18).

55. Unless otherwise ordered, the noncustodial parent shall be entitled to the statutory minimum parent-time following relocation as set forth in Utah Code § 81-9-209.

56. **Travel and Vacation Protocol.** Each parent shall be permitted to travel with the child during their designated parent-time, including out-of-state travel, provided that:

- a. The traveling parent provides written notice at least seven (7) days in advance for domestic travel (or as soon as reasonably practicable after the trip is scheduled) and thirty (30) days in advance for international travel.
- b. The notice shall include destination, travel dates, lodging information, and emergency contact details.

c. The traveling parent shall ensure the child's safe return at the conclusion of the trip.

d. If travel overlaps with the other parent's scheduled parent-time, the traveling parent must obtain written consent or a court order permitting the deviation.

57. Neither parent shall travel internationally with the child without the written consent of the other parent or a court order.

58. Both parents shall cooperate in obtaining and maintaining valid passports and travel documents for the minor child. Each parent shall be entitled to access and hold a copy of the child's passports. Neither parent shall unreasonably withhold consent for passport applications or travel authorization.

59. **Resolving Disputes:** When disputes occur, the parties shall attempt to resolve those disputes in accordance with paragraphs 99-102 of the Decree of Divorce.

60. **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 of Divorce* shall not be affected.

61. 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 the court shall award attorney's fees and costs necessary to enforce this plan.

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

MEDICAL INSURANCE COVERAGE

62. Upon entry of the Decree of Divorce, each party shall be responsible for obtaining and maintaining his or her own health insurance coverage. The Mother currently has health insurance available through her employment, and the Father is believed to be eligible for his own coverage. Neither party shall be required to maintain or provide health insurance coverage for the other after the date of divorce, and each shall be solely responsible for any premiums, co-pays, or other expenses associated with his or her own coverage.

ALIMONY

63. Neither party seeks or requires alimony, and both parties knowingly, voluntarily, and irrevocably waive any right to spousal support, whether now or in the future

FILING TAXES FOR 2025

64. The parties shall file a married filing separate federal and state income tax return for the 2025 tax year and shall cooperate in providing all necessary documentation to complete the filing.

REAL PROPERTY

65. The parties own real property located at 7245 W. Silhouette Ln., West Valley City, Utah 84081 (the "Property").

66. Petitioner requests that he be granted the first option to refinance the Property in his sole name within ninety (90) days from entry of the Decree of Divorce and to remove Respondent from any mortgage obligation.

67. In the event Petitioner timely refinances the Property, Respondent shall execute all documents necessary to transfer her interest to Petitioner. Respondent shall receive one-half of

the equity of the home based upon the home's appraisal used for purposes of the refinance, to be paid out as the parties agree.

68. If Petitioner is unable to refinance the Property within the time allowed, the Property shall be listed for sale, and the net proceeds of the sale shall be divided equally between the parties.

69. The Court shall retain jurisdiction to enforce refinance, transfer, listing, sale, and division of proceeds.

MOTOR VEHICLES

70. The parties possess a 2023 Infiniti QX60 currently in Respondent's possession.

71. Respondent shall be awarded the 2023 Infiniti QX60 and be solely responsible for all lease payments, insurance, registration, taxes, fees, maintenance, and any other costs associated with the vehicle, and that she indemnify and hold Petitioner harmless therefrom.

72. Petitioner has no obligation to maintain or pay for automobile insurance on the vehicle as of the date of separation, or alternatively, as of the entry of decree.

73. Petitioner will return any vehicle keys in his possession, if any.

74. Petitioner owns the following vehicles as his sole property:

1972 Datsun 510
1998 Pontiac Firebird
2005 Honda Element

75. No equalization payment be ordered with respect to these vehicles.

76. Any motor vehicle awarded to a party shall be subject to any debt thereon, free of any claim or interest by the other party and indemnifying and holding the other party harmless thereon.

PROPERTY

77. **Premarital Property:** Petitioner and Respondent shall each be awarded the personal property each owned prior to the Marriage.

78. **Inheritance, Heirlooms, and Gifts:** Each party shall retain his or her own separate family heirlooms and items of personal property received from his or her respective family, free and clear of any claim by the other party.

79. Petitioner makes no claim to any inheritance received by Respondent and requests that any such inheritance, together with any property traceable thereto, be awarded to Respondent as her sole and separate property.

80. **Personal Belongings:** The parties are awarded their own personal belongings.

81. **Marital Property:** During the course of the Marriage, Petitioner and Respondent acquired various items of personal property. The parties shall equitably divide the personal property acquired during the course of the Marriage. For the purpose of facilitating equitable division, a party may pay the other party for items the keeping party wants to possess. If Petitioner and Respondent cannot agree on an equitable division of the property, each party shall make a detailed list of the items, the value of the items, and a proposed distribution and/or payment of the items. Petitioner and Respondent shall then exchange immediately all items

whose distribution is not in dispute and then attend mediation to resolve disputes as related to the disputed items.

82. Any debt associated with an item of personal property shall be assumed by the party who is awarded the property. That party shall hold the other party harmless on that debt in the event the debt on the item was incurred jointly.

RETIREMENT AND INVESTMENT ACCOUNTS

83. Respondent has accrued an interest in one or more retirement, pension, 401(k), IRA, annuity, or other employment-related retirement or investment accounts.

84. The parties agree that Respondent shall be awarded all rights, title, and interest in and to her retirement and investment accounts, free and clear of any claim by Petitioner.

85. Petitioner expressly waives any claim to Respondent's retirement or investment accounts, including any marital portion thereof.

DEBTS AND OBLIGATIONS

86. To Petitioner's knowledge, the parties have no joint marital debts.

87. Each party shall be awarded all debts incurred solely in his or her individual name and ordered to indemnify and hold the other harmless therefrom.

88. Each party shall be solely responsible for any debts incurred on or after the date of separation and indemnify and hold the other party harmless.

LIFE INSURANCE POLICY

89. Petitioner shall maintain a life insurance policy with a death benefit sufficient to provide for the support of the parties' minor child in the event of Petitioner's death. The minor

child shall be designated as beneficiary of the policy, either directly or through a trust or custodial account established for their benefit. If available through Petitioner's employment or private carrier. Petitioner shall provide proof of coverage and beneficiary designation to Respondent upon request

MUTUAL RESTRAINING ORDERS

90. The Automatic Domestic Relations Injunction entered in this case shall govern the parties until further order of the Court.

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

92. Neither party shall send to the other party abusive, threatening, harassing, or derogatory emails, text messages, or voicemail messages.

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

94. The parties shall be mutually restrained from harassing, annoying, stalking, or otherwise engaging in conduct that unreasonably interferes with the peace, safety, or privacy of the other party.

95. Neither party shall interfere with the employment of the other party. Each party shall avoid the other party's workplace, residence, or other known locations where the other party is known to be present, absent express written permission or lawful necessity.

ATTORNEY'S FEES AND COSTS

96. Each party shall be responsible for his or her own attorney's fees and costs incurred in this proceeding.

MAIDEN NAME

97. Respondent shall be restored the use of her maiden name "Page" if she so desires.

MISCELLANEOUS

98. **Dispute Resolution.** In the event of a dispute regarding the interpretation or implementation of this Decree, the parties shall first make a good faith effort to resolve the issue between themselves.

99. If the parties are unable to resolve the dispute, either party may provide written notice requesting mediation. The parties shall participate in mediation within thirty (30) days of such written request, unless otherwise agreed in writing.

100. The cost of mediation shall be divided equally unless otherwise agreed.

101. No party shall file a motion with the Court regarding the disputed issue until mediation has been completed, except in cases involving an emergency or time-sensitive matter.

102. If a party unreasonably refuses to participate in mediation after proper written request, the Court may award reasonable attorney fees and costs incurred as a result of such refusal.

103. **Documents:** The parties agree to execute and deliver, in a timely manner, any deeds, titles, contracts, agreements, or other documents necessary to implement and effectuate the provisions of this Decree of Divorce and to transfer property as awarded herein.

104. **Enforce Decree.** If it becomes necessary for either party to retain legal counsel to enforce the terms or provisions of the Decree of Divorce, the prevailing party shall be entitled to an award of reasonable attorney fees and costs incurred in enforcing the Decree, as awarded by the Court.

105. **Divorce Orientation and Education classes:** The parties acknowledge the mandatory Divorce Orientation and Education courses required for parents of minor children.

106. Each party shall complete the required Divorce Orientation and Education courses and file proof of completion with the Court as soon as reasonably practicable.

107. Both parties must attend these classes before this court will issue a Decree of Divorce. For information on class schedules, policies, and fees, please contact the Administrative Office of the Courts at (801) 578-2800 or visit: <http://www.utcourts.gov/specproj/dived.htm>. The parties may attend these classes separately if they so desire.

108. **Rule 26 and 26.1 Disclosures:** The parties are hereby notified of the mandatory disclosure rules set forth in Rule 26.1 of the Utah Rules of Civil Procedure, including, the service of initial disclosures and a Financial Declaration by both parties within 14 days after service of the first answer to this Petition.

END OF DOCUMENT

Entered by the court on the date as indicated by the court's seal at the top of the first page

APPROVED AS TO FORM:

DATED: April 30, 2026

CARR | WOODALL

/s/ Bradley Blanchard

Bradley Blanchard

Attorney for the Respondent

Signed electronically with permission via email 4.30.26

RULE 7 NOTICE

Rule 7(j)(5) 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 23rd day of April, 2026

HARWARD & HAWES, PLLC

/s/ Kurt O. Hawes

Kurt O. Hawes

Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of April, 2026 I caused a true and correct copy of the foregoing **Decree of Divorce** to be served upon the following by electronic mail:

Bradley Blanchard

bblanchard@carrwoodall.com