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

In the Matter of the Marriage of:

DECREE OF DIVORCE

ROSEMARY EVE WINTERTON,

and

SPENCER SAMUEL SMITH.

Civil No. 264902158
Judge Randall Skanchy
Commissioner Renee Blocher

Pursuant to the *Stipulated Petition for Divorce* a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

Child

2. There has been one (1) child born as issue of this marriage: D.N.S, born July 2024.

Legal Custody

3. The parties shall be awarded joint legal custody of the minor child pursuant to the proposed Parenting Plan.

Physical Custody

4. Rosemary shall be awarded sole physical custody of the minor child, and parent time for Spencer shall be according to the proposed Parenting Plan, contained herein.

Child Support

5. Rosemary is self-employed as a nail technician, charging approximately \$45–\$50 per hour and working an average of 10 hours per week. Based on her reported rates and hours, her gross monthly income is reasonably calculated to be approximately \$2,000.00 for child support purposes.

6. Spencer is presently unemployed and is enrolled as a full-time dental student. For purposes of calculating child support, his income shall be imputed at \$1,257.00 per month, consistent with his current earning capacity while attending his educational program.

7. Pursuant to UTAH CODE ANN. §81-6-203 et seq., Spencer shall pay child support to commence the first full month after entry of the Decree of Divorce. The parties agree that neither party has a claim to back child support.

8. According to the parties' incomes and the Uniform Child Support Guidelines, using a sole custody worksheet, Spencer shall be ordered to pay \$75.00 per month for the support of the parties' minor child.

9. Child support may be recalculated pursuant to the conditions outlined in UTAH CODE ANN. § 81-6-212.

10. Spencer's support of the minor child shall continue until said child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later; the child dies, marries, becomes a member of the armed forces of the United States; or is emancipated in accordance with Title 80, Chapter 7, Emancipation.

11. The obligor shall pay ½ of the child support amount on or before the 5th day of each month and ½ by the 20th of each month.

12. If at any time after the commencement of the child support order Spencer is more than thirty (30) days late in making the child support payment, Rosemary shall be entitled to immediate and automatic income withholding relief pursuant to UTAH CODE ANN. §62A-11. This income withholding procedure shall apply to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services.

13. Unless and until such time that the Office of Recovery Services commences income withholding, Spencer shall make child support payments directly to Rosemary.

14. Pursuant to UTAH CODE ANN. §81-6-210, if the obligor of child support is not current on his/her child support obligation by December 31st of that tax year, the obligor will forfeit his/her ability to claim the child for child tax credits that year, if applicable.

Health Care Coverage and Medical Costs

15. Pursuant to UTAH CODE ANN. §81-6-208, if health care coverage for the benefit of the minor child is available to either party at a reasonable cost, that party shall be required to maintain said health care coverage. Currently, the child is covered on Medicaid without a monthly insurance premium cost.

16. If health care coverage for the benefit of the minor child is available to both parties at a reasonable cost, the parties shall be free to choose either available plan on which to enroll the minor child.

17. If the parties cannot agree, both shall be required to provide health care coverage for the child. If both parties provide health care coverage, Rosemary's plan shall be identified as primary.

18. Both parties shall equally share the out-of-pocket costs of the health care coverage actually paid by a parent for the child's portion of health care coverage. The child's portion of the health care coverage shall be calculated by dividing the health care coverage 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.

19. Both parties shall equally share all reasonable and necessary uncovered and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor child, and actually paid by the parties.

a. The parties agree to first use the providers covered by their health insurance's network before seeking out-of-network coverage.

20. The parent ordered to maintain health care coverage shall provide verification of health care 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 2nd of each calendar year. The parent shall notify the other parent or the Office of Recovery Services, of any change of health care coverage, insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

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

22. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with this section.

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

Childcare Expenses

24. Pursuant to UTAH CODE ANN. §81-6-209, both parties shall equally share the reasonable work-related or career or occupational training related childcare expenses. The parties shall utilize free or low cost child care if available. If a parent chooses to enroll the child in a paid daycare, the parties shall first discuss the daycare and agree upon the daycare prior to enrolling.

25. Both parties shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

26. 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. The parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

27. 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.

28. A parent who incurs a child related expense shall provide written verification of the cost and payment of the expense to the other parent within 30 days of payment.

29. A parent incurring a child related 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 this section.

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

Debts and Obligations

31. Both parties shall assume and pay and hold the other harmless from liability on all debts and obligations incurred by the parties after their date of separation, January 1, 2025 unless otherwise allocated herein.

32. The parties have no known joint marital debts. Spencer has assumed sole responsibility for all student loan obligations incurred in his name in connection with his dental program.

33. All debts and obligations not identified during the course of this action shall be the responsibility of the party who incurred the particular debt.

34. Pursuant to UTAH CODE ANN. §81-4-406, the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses, and shall refinance any debt that is in the other party's name into solely his/her own name within 60 days of the Decree of Divorce being entered.

Provisions Relating to Financial Assets

35. During the course of the marriage the parties acquired financial assets, including, but not limited to, joint and separate checking, savings, and investment accounts.

36. The parties shall be awarded all such assets as follows:

a. Awarded to Rosemary:

i. Chase 7919 account (approx. balance = \$3,000)

b. Awarded to Spencer:

i. America First Credit Union 4539 account (approx. balance = \$1,000)

ii. Fidelity 4444 account (approx. balance = \$15,000)

c. The parties shall divide the value of the Robinhood 0930 account, with the valuation date being the date the Decree of Divorce is entered. Spencer shall transfer half the value of the account to Rosemary within 7 days of entry of the Decree of Divorce. After Spencer transfers half the value to Rosemary, Spencer shall be awarded the Robinhood 0930 account as his sole property.

37. Any account awarded to a party is awarded free and clear of any claim by the other party.

Personal Property

38. During the course of the marriage, the parties acquired certain items of personal property. The parties shall be awarded said property as it has been previously divided.

39. Rosemary shall be awarded the 2007 Acura RDX, subject to any and all financial obligation associated therewith, and free from any claim of interest by Spencer.

40. Spencer shall be awarded the 2011 Subaru Outback and 2004 Toyota Tacoma, subject to any and all financial obligation associated therewith, and free from any claim of interest by Rosemary.

41. The parties shall assume any debts and obligations related to any property he or she is awarded and shall indemnify and hold the other harmless from the same.

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

Real Property

43. The parties acquired no real property during the course of this marriage, nor do they presently own an interest in real property.

Business Interests and Related Assets

44. The parties have acquired no known interest in any businesses during the course of the marriage.

Alimony

45. Each party is fully capable of supporting himself and herself and therefore, neither party shall be awarded alimony at any time, and shall forever waive any such claim both now and in the future.

Retirement Accounts, Pensions, and Related Assets

46. Neither party has a retirement, pension or other related accounts. Thus, a provision about retirement, pensions, or related assets is not needed.

Personal Conduct

47. Both parties shall be permanently restrained from bothering, harassing, annoying, threatening, or harming the other at the other place of residence, employment or any other place. Both parties shall be civil and respectful in their communications with one another.

Taxes

48. The parties shall alternate each year who is entitled to claim the parties' minor child's child tax credits for the purposes of filing federal and state income tax returns, with Rosemary claiming the child in even-numbered tax years and Spencer claiming the child in odd-numbered tax years. The parties shall execute any necessary tax forms to enable the other to claim said child tax credits.

49. The parties shall file jointly for 2025 taxes. Any income tax refund received for said year shall be divided equally between the parties and any obligation owed shall be split equally between the parties.

Attorney's Fees

50. Each party shall be solely responsible for his/her own respective attorney fees and costs associated with this action.

51. If a party violates any terms of the Decree, once approved by the Court, and shall court action become necessary, the violating party shall pay the other party's attorney's fees necessary to enforce the Decree.

Other

52. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree of Divorce.

53. Each party shall 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.

54. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

PARENTING PLAN

55. **Day to Day Decisions:** The parent with which the child is then located shall make day-to-day decisions involving the child. The parent who is with the child at that time shall make emergency decisions affecting the health or safety of the child.

56. **Joint Legal Custody/Decision Making Process:** The parties shall exercise joint legal custody and shall discuss all significant, major life decisions for the minor child. Significant decisions involving legal matters, health, education and religious upbringing, and shall be discussed in advance in an attempt to reach an agreement. If the parties are unable to reach agreement after the parties have a good faith discussion, Mom shall have the final interim decision. If Dad disagrees with the decision made, he may take any matter to mediation, and if no agreement is reached at mediation, the parties may bring the issue before the Court.

57. **Physical Custody and Parent Time:** The parties shall continue to share parent time as they have been and as they agree. If the parties cannot agree, Dad's parent time shall be pursuant to Utah Code §81-9-302.

58. The parties agree to not exercise summer parent-time for 2026.

59. **Holiday Parent-time:** If the parties are unable to agree and both parties reside in the same state, the following schedule shall apply:

| ODD | EVEN | Holiday and Time |
|-----|------|------------------|
|-----|------|------------------|

| Years | Years | |
|----------|----------|--|
| Spencer | Rosemary | Martin Luther King Jr. Holiday The holiday begins on Friday at 9am if school is not in session and the parent can be with the child, the time that school is regularly dismissed, or at 6pm at the election of the parent granted the holiday. The holiday ends with the exercising parent dropping the child off for school at the regular time school is scheduled to resume. |
| Rosemary | Spencer | President's Day The holiday begins on Friday at 9am if school is not in session and the parent can be with the child, the time that school is regularly dismissed, or at 6pm at the election of the parent granted the holiday. The holiday ends with the exercising parent dropping the child off for school at the regular time school is scheduled to resume. |
| Spencer | Rosemary | Spring Break The holiday begins at 6pm on the day that school dismissed for spring break. The holiday ends with the exercising parent dropping the child off for school at the regular time school is scheduled to resume. |
| Rosemary | Spencer | Memorial Day The holiday begins on Friday at 9am if school is not in session and the parent can be with the child, the time school is regularly dismissed, or 6pm at the election of the parent granted the holiday. The holiday ends with the exercising parent dropping the child off for school at the regular time school is scheduled to resume. |
| Spencer | Rosemary | Juneteenth National Freedom Day The holiday begins at 6pm on the day before Juneteenth National Freedom Day if the day before Juneteenth is not Father's Day or 9am on Juneteenth National Freedom Day if the day before Juneteenth is Father's Day. The holiday ends at 6pm on the day following Juneteenth National Freedom Day. |
| Rosemary | Spencer | July 4th The holiday begins on July 3 rd at 6pm. The holiday ends on July 5 th at 6pm. |
| Spencer | Rosemary | July 24th The holiday begins on July 23 rd at 6pm. The holiday ends on July 25 th at 6pm. |
| Rosemary | Spencer | Labor Day The holiday begins on Friday at 9am if school is not in |

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| | | session and the parent can be with the child, the time that school is regularly dismissed, or at 6pm at the election of the parent granted the holiday. The holiday ends with the exercising parent dropping the child off for school at the regular time school is scheduled to resume or if school is not in session at 6pm the morning following the holiday. |
| Spencer | Rosemary | Columbus Day The holiday begins at 6pm on the day before Columbus Day. The holiday ends with the exercising parent dropping the child off for school at the regular time school is scheduled to resume. |
| Rosemary | Spencer | Fall Break The holiday begins at 6pm on the day school is dismissed for fall break. The holiday ends with the exercising parent dropping the child off for school at the regular time school is scheduled to resume. |
| Spencer | Rosemary | Halloween The holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community at the time that school is dismissed or at 4pm if there is no school. The holiday ends with the exercising parent dropping the child off for school at the regular time school is scheduled to resume. |
| Rosemary | Spencer | Veteran's Day The holiday begins at 6pm on the day before Veteran's Day. The holiday ends with the exercising parent dropping the child off for school at the regular time school is scheduled to resume. |
| Spencer | Rosemary | Thanksgiving The holiday begins on Wednesday at 6pm or the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. The holiday ends with the exercising parent dropping the child off for school at the regular time school is scheduled to resume. |
| Rosemary | Spencer | First Half of Christmas Vacation, including Christmas Eve and Christmas Day The holiday begins at 6pm on the day that school dismisses for winter break or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. The holiday ends on December 27 th at 7pm. |

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| Spencer | Rosemary | Second Half of Christmas Vacation The holiday begins on December 27 th at 7pm. The holiday ends with the exercising parent dropping the child off for school at the regular time school is scheduled to resume. |
| Rosemary | Spencer | The day after child's birthday The holiday begins at 3pm on the day after the child's birthday. The holiday ends at 3pm on the following day. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday. |
| Spencer | Rosemary | Child's actual birthday The holiday begins at 3pm on the child's birthday. The holiday ends at 3pm on the following day. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday. |
| Spencer | Spencer | Father's Day The holiday begins on the Friday before Father's Day at 9am. The holiday ends on the day after Father's day at 9am. |
| Rosemary | Rosemary | Mother's Day The holiday begins on the Friday before Mother's Day at 9am. The holiday ends on the day after Mother's Day at 9am. |

a. Changes may not be made to the holiday parent-time schedule as stated above, except if the parties agree in writing to a deviation or in the event a conflict arises with the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- i. The holiday schedule for Mother's Day or Father's Day;
- ii. The holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
- iii. The holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday;
- iv. The two weeks of summer parent-time; and

v. The schedule for weekday or weekend parent-time.

b. The party exercising parent-time shall take the child to all medical, therapeutic, dental, etc. appointments that occur during their parent-time.

c. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

d. A stepparent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the child for parent-time if the custodial parent is aware of the identity of the individual and the noncustodial parent will be with the child by 7pm.

i. Notice of the third party must be provided to the other parent within 24 hours prior to the pickup occurring.

60. Right of First Refusal: If either parent can't be with the child for a period of longer than 12 hours, the noncustodial parent shall be given the right of first refusal. This right of first refusal shall be expanded to if Rosemary is unable to be with the child for longer than a 72 hour period while Spencer is in Georgia.

61. When Spencer relocates to Georgia for his residency, the following shall occur:

62. Rosemary shall be awarded sole physical custody of the parties' minor child, with the parties exercising parent-time as the parties agree to according to Utah Code § 81-9-209 as expanded below if the parties cannot agree:

| Break/Holiday | Spencer | Additional | Notes |
|---------------|---------|------------|-------|
|---------------|---------|------------|-------|

| | | Requirements | |
|--|------------|---|--|
| Spring break beginning the last day of school before the holiday until the day before school resumes | Odd years | | Spencer will bear the full cost of travel. |
| Fall break beginning the last day of school before the holiday until the day before school resumes | Even years | | Spencer will bear the full cost of travel. |
| Thanksgiving Holiday beginning Wednesday until Sunday | Odd years | | Spencer will bear the full cost of travel. |
| Entire Winter Break | Even years | | Spencer will bear the full cost of travel. |
| One weekend per month *See the definition of “weekend” below. | All Years | If Spencer has not designated the specific weekend for his parent-time at least 4 weeks before exercising it, he shall receive the last weekend of each month unless a holiday assigned to Rosemary falls on that particular weekend. If so, Spencer is entitled to the weekend prior. Spencer shall provide notice of intent to exercise his monthly | Spencer will bear the full cost of travel. |

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| | | <p>weekend no later than 4 weeks before the intended weekend.</p> <p>If Spencer's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend shall be considered his monthly weekend entitlement for that month.</p> <p>If the minor child is out of school for teacher development days/ snow days after the school year begins and the days are contiguous with Spencer's monthly parent-time, those days shall be included in his weekend parent-time.</p> | |
| Summer Parent-time #1: 1 week in June, 2 weeks in July to include the 4 th of July Holiday, and 1 week in August. | Odd years | Selection of parent-time dates must be provided by March 1 of each year. | Rosemary will split ½ the cost of the minor child's travel expenses for one (1) round trip during the summer. Spencer will bear the full cost of travel for the other two (2) round trips. |
| | Even years | Selection of parent- | Rosemary will split |

| | | | |
|--|--|--|--|
| | | time dates must be provided by March 1 of each year. | ½ the cost of the minor child's travel expenses for one (1) round trip during the summer. Spencer will bear the full cost of travel for the other two (2) round trips. |
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63. Parent-time shall include the time for any and all necessary travel, unless agreed upon in writing by the parties.

64. A “weekend” is defined to be the following:

- a. If school is in session and parent-time is exercised in Utah, parent-time shall be from the time school releases until the first morning when school resumes.
- b. If school is in session and parent-time is not exercised in Utah, parent-time shall be from the time school releases until 7:00pm the evening before school resumes. The minor child's return flight shall land in Utah at the Salt Lake City International Airport as close to 7:00pm as possible the day before school resumes.
- c. If school is not in session and parent-time is exercised in Utah, parent-time shall be from 8:00am on Friday until 8:00am on Monday.
- d. If school is not in session and parent-time is not exercised in Utah, parent-time shall be from 9:00am on Friday until 7:00pm on Sunday.

65. The parties understand that flights are commonly delayed and will work with each

other, providing as much notice as possible as to the status of the flight delay.

66. The parent-time schedule shall be used to maximize the continuity and stability of the child's life.

67. Until the child is enrolled in school, they shall utilize the Granite School District's schedule when determining the holiday breaks.

68. **Transportation when parties live in separate states:**

a. If parent-time is to occur in Utah, the receiving party shall be responsible for the pick-up of the child. The parties shall utilize school-to-school exchanges if school is in session. If school is not in session, the receiving party will provide transportation. If the exchange occurs at a party's residence, the exchange shall be curbside, unless the child needs assistance and the parties agree otherwise. If the exchange occurs at a party's hotel and/or lodging accommodations, the parties shall meet in the lobby or other neutral area. The parties agree in writing to make reasonable alternate arrangements.

b. If Spencer will be exercising parent-time in Georgia or anywhere outside of Utah, Spencer or a trusted third party agrees to travel to Salt Lake City International Airport, at Spencer's sole cost, to pick up the minor child and fly back to Salt Lake City International Airport with her until the parties agree in writing that she may fly alone and so long as the unaccompanied minor protocol of the designated airline is followed. Unless Spencer is planning to stay overnight in Utah on the day his parent-time begins or the day his parent-time ends, Rosemary will pick up and drop off the minor child at the Salt Lake International

Airport.

c. If the child is to fly unaccompanied for parent-time, the parties shall only allow her to fly into and out of the Salt Lake City International Airport and the Hartsfield-Jackson Atlanta International Airport, unless otherwise agreed to in writing.

d. Rosemary may not unreasonably withhold agreeing to allow the minor child to fly unaccompanied.

e. The parties will reasonably cooperate to ensure that the child's belongings go back and forth with the child.

69. When Spencer finishes his residency, returns to Utah, and lives within an approximate 30 minutes of Rosemary, the following shall occur:

70. The parties will attend mediation within 30 days of Spencer's relocation back to Utah in good faith to discuss an increase in parent-time and a change to joint physical custody. If the parties cannot agree at mediation, either party may bring a Petition to Modify before the court.

71. **Transportation when both parties live in Utah:** Exchanges shall occur with the party beginning his/her parent time being responsible for transportation of the minor child.

72. The parties shall cooperate and be flexible in the pick-up and delivery and be mindful of the importance of promptness. Should either Mom or Dad not be available to transport the child, either party may designate an appropriate person known to the child to provide said transportation, but shall provide the other parent with the name and contact information of the person.

73. Virtual Parent-time: The parties are entitled to virtual parent-time with the child if they are not with the minor child. When Spencer is in his residency, his virtual parent-time will be on Sunday, Tuesday, and Thursday evenings for a reasonable duration. The communication will be unmonitored. If the parties are unable to agree upon a time, the virtual parent-time will begin at 6:30pm MST. The child may call the other parent at any reasonable time.

74. Out-of-State Travel/Vacation: If either party desires to take the minor child outside the State of Utah or the state they are currently residing in including both domestic and international trips, he or she shall inform the other party 30 days in advance if possible and provide the other party with the travel itinerary and make arrangements for maintaining reasonable contact with the other party during the trip. The parties shall cooperate in obtaining a passport and signing documentation for the minor child if it is required for travel. The parties will equally share in the cost of obtaining and renewing the passport. Rosemary will hold the passport, unless Spencer requests the passport.

75. The parties agree that Spencer may take the minor child on the family vacation to Mexico from April 26, 2026 to May 4, 2026.

76. Education Plan: Mom's home shall be designated as the primary residence of the child for purposes of identifying the appropriate school. Both parents shall have access to the child during school and both parents have authority to check a child out of school within reason.

77. Education Expenses: In addition to any child support obligation, both parties shall be equally responsible for any and all of the child's educational related expenses. Said expenses include, but are not limited to, enrollment fees, school supplies, any tutoring related expenses, field trip expenses, and any school related activities.

78. Communication/Exchange of Information: The child shall not be requested to carry messages between the parents. The parties shall communicate with each other via text or email, and by telephone only in the event of a medical emergency related to the minor child. The parties shall use a coparenting app, Our Family Wizard or another similar app, if they agree. The parties shall share all information about the child regarding special events, homework assignments, parent/teacher meetings, report cards, medical events, and prescriptions that the other parent may not have access to. Information relating to the child shall be provided to the other parent as soon as it is practical.

79. Changing Needs of the child: The parties acknowledge that as the child gets older, the child's needs may change. Those needs shall be addressed as they occur. To the extent that the parties cannot reach an agreement on their own to address those changes, the parties shall submit to mediation as set out in this Parenting Plan. Without intending to be inclusive, the kinds of changes or circumstances that might arise in the future for further discussion could include the following:

- a. Religious training and affiliations;
- b. Travel out-of-state alone or with other parents;
- c. International travel and passports;
- d. Obtaining driver's license, insurance and driving or owning a car;
- e. Military service;
- f. Underage marriage; and
- g. Alcohol, drug abuse, or other criminal violations of the parties or the minor child.

80. 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 on 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.

81. 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, the 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. Should the child complain 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.

82. Maintaining Contact When Child Are With the Other Parent: Regardless which parent the child is with at any given time, each parent shall make an effort to have the child contact the other parent as frequently as is reasonably requested or as desired by the child.

83. Relocation: If either party intends to relocate (apart from Spencer's anticipated move to Georgia for residency in August 2026), the relocating parent shall give the other parent 60 days' notice along with his or her new contact information. The relocating party shall follow the requirements of UTAH CODE ANN. §81-9-209 regarding the written notice of relocation and

the presentation of a proposed parent-time schedule. If the parties are unable to reach an agreement on a proposed parenting plan, they shall engage in mediation prior to arguing the hearing to review the notice of relocation.

84. Extracurricular Activities and Sports: The parties shall split the cost of any activities or equipment costs that are incurred for an activity that is agreed to in writing by both parties.

85. Disparaging Remarks: Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging or disrespectful terms and shall prevent third parties, and the child from doing so as well.

86. 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.

87. Restraints Regarding Firearms: The parties shall ensure that the child is not allowed access to firearms without appropriate supervision. The parties shall ensure that all firearms in the parties' residences are secured in a safe and not accessible to the child.

88. Special Considerations:

- a. The parents shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parents shall be entitled to attend and participate fully.

- b. Both parents shall have access directly to all school reports including preschool and daycare reports and medical records, and shall be notified immediately by the other parent in the event of a medical emergency.
- c. Both parents shall be listed as “emergency contacts” for medical emergencies with any school, daycare, or any other such providers.
- d. Both parents shall be allowed to access the child at school and shall be able to check the child out of school for any appropriate reason.
- e. Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.
- f. Surrogate care provided by family members (stepparents, relatives) shall be presumed to be better care for the child than outside childcare, and the parties shall cooperate in using family members to provide care when possible.
- g. The parties shall use their best efforts to communicate and share information with each other on a frequent basis regarding the child, in order to keep one another apprised of what is happening in the child’s life.
- h. The parties shall discuss with one another any situations with the child in which significant discipline was used. The parties shall not use any form of corporal punishment. Further, they shall consult with one another if they experience problems with discipline and try to create consistency with house rules and discipline techniques used. They shall consult with a mental health

professional or counselor together if they are unable to resolve behavioral issues involving the child.

i. Neither parent shall make major changes in the child's physical appearance without first working out an agreement with the other parent to do so. This shall extend to cosmetic surgery, ear piercing, tattoos, etc.

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

k. 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.

l. Both parties shall refrain from involving the child in "divorce issues." Such issues include, but are not limited to, parent time disagreements; discussions about child support or financial hardships brought about by divorce; differences of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information

regarding what occurs in one another's homes (other than general conversation); and involving the child as "messengers" between the parties.

m. The parties shall not introduce the minor child to romantic partners or have romantic guests spend the night while the child is present unless they are in a serious relationship (dating for more than 6 months).

n. Both parties shall refrain from using any non-prescribed drugs and from consuming alcohol in excess while the child is in his or her care. Both parties shall ensure that any prescribed drugs or alcohol kept in the home are secured and not accessible to the child. Neither party shall keep illegal or unprescribed drugs in the home. Both parties shall use medications as prescribed and responsibly during parent time.

o. Both parties shall refrain from taking the child around other individuals who are using drugs or excessive alcohol, or around any place where drugs are being used, or are common.

p. The parties shall not smoke in the presence of the child or allow others to do so. The parties shall not smoke at all in any vehicle in which the child rides.

q. Neither party shall ever drink or smoke cannabis and drive with the child in the car, nor shall either of them knowingly allow the child to be in a moving vehicle of any kind in which the driver is under the influence of alcohol and/or drugs.

r. Either parent may ask the other parent to take a urine test at any time that a parent has a good faith suspicion that the other parent might be using illegal drugs or abusing alcohol on their parent-time. Neither parent may request more than 3 urine tests in one calendar month. The parent requested to take the test must take the test within 24 business hours of the request. The requesting parent shall bear the cost of the test if it is clean and, if the test comes back dirty, the testing parent shall reimburse the cost of the test to the requesting parent. If a parent does not test within the 24 business hours after the initial request, it shall be considered a dirty test. If, within the 24 business hour window, a facility is not open that is within a 60 minute drive from them, that shall not be considered a dirty test. However, the party shall immediately test at the next available appointment the facility has.

89. Resolving Disputes: When disputes occur, the parties shall attempt to resolve those disputes before resorting to any other process and meet with experts in the areas of disagreement, as necessary. If they are unable to agree, they shall submit the dispute to mediation and share the costs of the mediation equally.

90. Violation of Parenting Plan:

a. 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.

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

[SEE TO OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM:

/s/ Aubrey Staples

Aubrey Staples

Date: May 1, 2026

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Rosemary's counsel 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 29th day of April 2026, I caused to be served a true and correct copy of the foregoing **DECREE OF DIVORCE** via electronic mail to:

Aubrey Staples

aubrey@law-elevated.com

Attorney for Spencer Samuel Smith

/s/ Sara Sloniger

Sara Sloniger

Paralegal for Amanda Bloxham

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