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

In the matter of the marriage of: ROBERT JONATHAN DUNN, Petitioner, and ANDREA BLAIR DUNN, Respondent.	DECREE OF DIVORCE Civil No. 264901041 Judge: James Gardner Commissioner: Kim M. Luhn
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Petitioner, Robert Jonathan Dunn ("Robert"), represented by Skye E. Lazaro and Respondent, Andrea Blair Dunn ("Andrea"), represented by Kara Lee Barton, having negotiated in good faith, executed a Settlement Agreement to resolve all issues in dispute in the above-captioned divorce case. Based upon the Settlement Agreement fully incorporated herein by reference and the Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

The parties are awarded a Decree of Divorce to become final upon signature and entry.

Provisions Relating to Minor Child:

1. The parties have one minor child, S.G.D., born June 8, 2023.

Provisions Relating to Custody and Parent Time:

2. The parents shall share joint legal custody, and Andrea shall have sole physical custody. Robert's visitation shall be as the parties may agree, and if they cannot agree then his visitation shall be pursuant to Utah Code §81-9-304 while the child is under 5 years of age and pursuant to Utah Code §81-9-302 when the child is over 5 years of age. For application of holiday and other statutory provisions, Andrea shall be considered the Custodial Parent and Robert shall be considered the Non-Custodial Parent. The parties shall abide by the following:

PARENTING PLAN

- a. In addition to the specific time-sharing schedule, special consideration shall be given by each parent to make the parties' 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 child or in the life of either parent which may inadvertently conflict with the time-sharing schedule. The parents shall recognize that the child has extended family relationships and shall accommodate the other parent's reasonable requests to take the child to family events. The parents shall work to effectuate make-up time when special events disrupt the regular time-sharing schedule.
- b. Each parent shall permit and encourage liberal virtual contact with the child, such as via telephone and/or videophone, during reasonable hours, as well as uncensored mail privileges with the child.
- c. The parents shall recognize that as the child grows older their friends and their

own schedules become more significant in their lives. Often, especially in adolescence, being with friends and pursuing their own activities may be more compelling than spending time with their parents. Consequently, the parents shall consider the input of the teenager in adjusting the time-sharing schedule to design ways to ensure meaningful relationships between the child and both parents.

3. **Principles of Co-Parenting:**

- a. The parents shall strive to create an effective co-parenting relationship for the benefit of their child. The focus shall be upon raising a happy and well-adjusted child and respecting each other in their respective parenting roles.
- b. The parents shall realize that they each have different parenting functions and will support and acknowledge the benefits to the child of having a healthy relationship with both parents.
- c. The parents shall reduce the conflict between them and learn problem solving skills and implement those skills to eliminate future conflict. The parents shall have open communication and focus on the needs and interests of their child ahead of their own personal interests.
- d. The parents shall recognize that each of them has a shared common concern for their child's emotional well-being. They shall have a co-parenting relationship, which will be built on trust and respect.
- e. The parents shall establish and maintain parental communication with each other to ensure that the other parent is informed about the child's needs. They shall support each other in their respective parenting roles and shall say positive words

about the other parent to the child and are restrained from saying anything negative about the other parent. The parents shall acknowledge this purpose to be important for the child to develop good self-esteem.

- f. The parents shall listen to each other and do their best to understand the other's point of view. They shall make all attempts to resolve all conflict between them and when necessary, shall utilize experts to assist them in this endeavor. They shall solve problems and make joint decisions by working through their decision-making procedure described herein.
- g. The parents shall work together to improve their parenting skills and to share their ideas. They shall leave the past in the past -- taking from the past only the lessons learned and the motivation to make things work better in the future. They shall live by the Golden Rule - to treat each other as they would like to be treated.
- h. The child shall have the opportunity to be loved and supported by many extended and future family members. Each parent shall give the child permission to love both parents and shall never place the child in the position of having to choose sides.
- i. The parents shall recognize that while they each have the opportunity to influence each other as co-parents, they have no inherent power to and shall not attempt to control each other. Each of them shall be 100% responsible for their own home environments and shall strive to create emotionally healthy and safe home environments for the child's benefit.
- j. The parents shall recognize that each of them possesses strengths and weaknesses.

Each of them shall be responsible for their own choices and accountable for their own mistakes. The parents shall learn from their mistakes and do repair work when necessary.

- k. The parents shall also understand that forgiveness primarily benefits the forgiver. Consequently, each parent shall recognize that they have an opportunity to model forgiveness to the child by healing anger, betrayal and sorrow and by choosing to be respectful and even compassionate toward the other parent.
- l. The parents shall recognize that if they act with consistency and with a united front, the child will feel more secure and will not play one parent against the other.
- m. The parents shall strive to understand the difference between legitimate complaints and injurious criticism. They shall share complaints in a respectful manner and shall receive complaints without taking personal offense. The child shall not be punished for perceived misconduct by the other parent, and neither parent-time nor child support shall be withheld as a result of either parent's failure to comply with the parent-time schedule or child support order, respectively.
- n. The parents shall have a "no-contention" rule. They shall focus on problem solving rather than fighting. To solve a problem, a conversation may need to be postponed until after the parents have obtained more information or completed research concerning the problem or issue. Rather than bash personal opinions, the parents shall share ideas and research as they work toward a mutual resolution. Child exchange times, especially, shall be tension-free and contention-free for the

child's benefit, and the parents shall be courteous and respectful when exchanging the child. Any financial issues or other significant concerns shall be discussed at another time outside of the child's presence.

- o. The parents shall acknowledge that the child has a different and unique perspective of each of their parents than the parents do of each other, and the parents shall respect the child's right to have a meaningful bond with the other parent and future step-parents. The parents shall recognize that the child's self-esteem depends upon them having a positive perception of both parents, and the parents shall say only positive words about the other parent, emphasizing parental strengths as much as possible.

4. Communication:

a. Communication between the parents shall be primarily in written form via a parenting App, not to preclude text, email or in person communication during emergencies. The parties shall not raise their voices, discuss any disagreements, or manifest any animosity or conflict in the presence or hearing of the child. The parties may communicate by telephone or in-person to address emergencies involving themselves or the child. Virtual parent-time may be recorded through the app but shall not be monitored by the parents while virtual parent-time is occurring.

b. The parents shall regularly communicate about parenting issues such as bedtimes, diets, child educational and medical concerns and the like, and the parents shall strive to reach a consensus whenever possible on parenting strategies, including consistent bedtimes, discipline strategies and other rules. They shall not allow their communications

to become heated or overly emotional. If communication fails to be effective, the parents shall reschedule the meeting for another time. In communications the parents shall not put down or otherwise show disrespect to each other.

c. The parents shall promptly inform each other of all educational, religious and/or extracurricular activities open to parental participation, or in which the child is participating and being honored, and both parents shall be entitled to attend and participate fully. The parents shall furnish each other with copies of any educational, religious, medical, therapeutic, or any other child-related records in their possession and shall execute any documents necessary for the other parent to obtain direct access to any such records from all providers or authorities. In general, both parents shall be entitled to direct access to all records of any kind pertinent to the child, neither parent shall do anything to hinder such access, and each parent shall take affirmative steps to assist the other parent in maintaining such access.

d. The parents shall recognize that relationship problems are best solved in a one-on-one manner, and they shall not triangulate the child into their problem-solving efforts. If a child has a problem with a particular parent, the child and that parent shall solve the problem together. Similarly, the child shall not be used as a messenger or problem-solver as between the parents. All parent time scheduling issues shall be discussed and resolved as between the parents only.

e. The parents shall advise each other of the logistical details regarding travel and/or vacation time with the child, including places and telephone numbers where the child may be reached, consistent with Utah Code §81-9-202(19).

f. The parents shall keep each other informed of their respective addresses, telephone numbers, and all other information pertinent to communication, and shall promptly notify the other parent of any change thereto.

g. Neither parent will block the phone number of the other parent or block the other parent's number from any of the child's cell phones.

5. **Decision-Making and Dispute Resolution:**

a. Day-to-Day Decisions. The parent who has the child during a particular parent-time block may make minor day-to-day decisions regarding the child's care without having to consult with the other parent.

b. Emergencies. The parent who has custody of the child when a medical emergency arises may initiate emergency medical treatment and shall notify and involve the other parent as soon as possible.

c. Major Decisions. The parents shall consult with one another and attempt in good faith to reach agreement on major issues concerning- the medical, mental health, religion and education of the child, and shall use the following decision-making procedure as their guide:

- i. The issue shall be identified and respectfully communicated to the other parent;
- ii. The parents shall promptly research the issues and possible solutions and to listen to and understand each other's perspective;
- iii. The parents shall brainstorm all possible solutions; and
- iv. The parents shall employ the most sensible resolution that considers the

needs and interests of everyone involved, particularly the child, in an attempt to reach a "win-win" solution.

d. The parents shall reasonably cooperate in setting forth concerns and give reasonable consideration to the concerns of the other parent.

e. The parents shall inform all educational, medical, therapeutic and other providers that they are to be jointly involved and consulted with in making decisions concerning the child.

f. If they are unable to agree, the parents shall next make at least one good-faith effort at mediation of the issue using a mediator with expertise in domestic relations, preferably who is listed on the Utah State Courts roster of domestic mediators. Unless agreed otherwise the parents shall share any charges for this mediation equally.

g. If the mediation process described above is unsuccessful in resolving the dispute, and the parents are still in disagreement, then Andrea is vested with presumptive decision-making authority.

6. **Education Plan:**

a. Andrea's home is designated as the child's home residence for determining where the child shall attend school.

b. If after following the dispute resolution process, there is no agreement then Andrea is vested with the authority to make educational decisions for the child.

c. Both parents may attend school events that the child is participating in, and which are open to parental participation.

d. Either party may check the child out of school early when the child is sick. If

either party wishes to check the child out early for any other reason, the parent wishing to check the child out must notify the other parent at least 24 hours prior to the desired check out time when reasonably possible.

7. **Relocation:**

a. If a parent desires to relocate the child 150 or more miles from their current residence the notice provisions of Utah Code Ann. §81-9-209 shall apply, including the obligation to provide at least 60 days advance written notice to the other parent of the intent to relocate.

8. **Mutual Restraining Orders:**

a. Both parties are restrained from bothering, harassing, annoying, threatening or harming the other party at their respective places of residence, employment, or any other place.

b. Both parties are restrained from coming onto the property of or entering the residence of the other party without that party's express invitation. The parties' child does not have the authority to invite in the other parent who does not live at that residence.

c. Both parties are restrained from making any denigrating or derogatory remarks about the other parent, directly to or in the presence of the minor child, or in any public form, including social media. The parents shall say only positive words about each other to the child and shall ensure that the child has the right to be loved by both parents, and they shall encourage the same.

d. The parties are restrained from using the child as a messenger between the parents, and shall shield the child from the parental conflict.

e. The parties are restrained from discussing the issues of the divorce with the child, including the custodial arrangement. The parents shall refrain from the use of corporal punishment (physical discipline) upon the child.

f. Any firearms and ammunition shall be stored in locked gun safe(s) in either of the parties' homes so that no child can access the firearms.

g. The parents shall dissuade third parties from engaging in the behaviors that they themselves are restrained from committing. If third parties persist, the parents shall remove the child from that environment altogether.

Provisions Relating to Mediation:

9. If there is a dispute between the parties, the parties shall attend mediation prior to bringing the issue to the Court. Each party agrees to attend the mediation and to participate in good faith; and mediation may be conducted virtually. If the parties are unable to agree upon a mediator, the party requesting mediation shall arrange for a mediator through the Administrative Office of the Courts. A written, signed record shall be prepared of any agreement reached in mediation and a copy provided to each party. The parties shall share the cost of the mediator equally. No dispute may be presented to the Court in this matter without a good faith attempt by both parties to first resolve the issue through mediation. Motions to Enforce pursuant to URCP (7)(A) may be filed to enforce orders that are already in place without first attending mediation.

Provisions Relating to Personal Property

10. 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.

11. Robert shall be awarded the 2010 Toyota Prius (the "Prius"), along with all debt associated therewith.
12. Robert shall retitle the Prius so that Andrea is removed from the title and registration of the Prius.
13. Andrea shall be awarded the 2017 Mazda CX5 (the "Mazda"). Andrea shall also retain the engagement ring.
14. Robert shall pay-off the outstanding loan on the Mazda as soon as reasonably possible.
15. Andrea shall retitle the Mazda so that Robert is removed from the title and registration on the Mazda.
16. Other than the engagement ring, Prius, and Mazda described above, the parties shall equitably divide the remaining personal property by mutual agreement. Each party shall promptly sign any required document to transfer his or her ownership in the other party's awarded vehicle.
17. Robert shall pay Andrea a one-time lump sum payment of Forty-Eight Thousand Five Hundred Dollars and NO/100 (\$48,500.00) as a property settlement payment by May 4, 2025.
18. The funds in each party's own financial accounts shall be awarded to the party who owns the financial account.
19. The parties shall be entitled to their respective phone numbers. The party retaining the cellular account shall release the other party's number.

Provisions Relating to Debts and Obligations:

20. The parties have acquired certain debts and obligations. However, there is no joint debt nor obligations. Each party shall pay and assume liability for his and her own debts incurred in

their own name.

21. The parties shall indemnify and hold the other harmless on all debts and obligations the party is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. § 523(a)(15). Such debts, and obligations to pay the debts, are non-dischargeable in bankruptcy pursuant to 11 U.S.C. § 523(a)(15).

22. Each party shall be responsible for the debts associated with any vehicle or other personal property he or she is awarded.

23. Each party shall indemnify and hold the other party harmless from any and all debts he or she is responsible to pay.

24. Neither party shall use the credit, name, likeness, or identity of the other party to incur debt, open an account, or for any other reason.

Provisions Relating to Business Assets:

25. Robert has interest and ownership in certain business assets. All business assets, equity, debt, and liabilities shall be awarded to the party that currently holds the business, except as provided in subsection 25(a):

a. By October 24, 2025, Robert and Andrea shall set up a member managed LLC. Robert shall have 90% membership equity, and Andrea shall have 10% membership equity. Robert will transfer all equity, solely held by him, in Padle LLC to the newly formed LLC.

Provisions Relating to Real Property:

26. The parties own no real property.

Provisions Relating to Alimony:

27. Neither party shall pay alimony to the other party.

Provisions Relating to Child Support:

28. For a period of 24 months from April 24, 2025, Robert shall pay child support to Andrea for the care of the party's minor child in the amount of \$1,850.00 per month.

29. After the 24-month period child support may change by written agreement of the parties or else recalculated pursuant to the statutory guidelines.

Provisions Relating to Retirement Accounts:

30. Each party shall be awarded his or her own retirement account, to the extent any exist, free and clear of the other party.

Provisions Relating to Insurance:

31. The parties shall cooperate to take all necessary steps so that Robert could obtain COBRA insurance coverage at his own expense if he so chooses.

Provisions Relating to Inheritance:

32. All property and all property rights that may be vested in either party as a result of inheritance, trusts, or similar sources shall be awarded to the party in whose name they were received.

Provisions Relating to Taxes:

33. Any tax return or tax liability for the 2024 tax year shall be split equally among the parties.

Attorney Fees:

34. Neither party shall pay the other's attorney fees, court costs, or service fees as a result of this action.

Miscellaneous:

35. State Assistance: Neither Robert nor Andrea has received or is receiving public assistance.

36. Executing Documents: Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this document. If a party fails to execute a document within sixty (60) days of the entry of the Court's order, the other party may bring a Motion to Enforce pursuant to URCP (7)(A) and if a finding of contempt is entered, then the court may order the disobedient party to pay the movant's reasonable attorney fees and costs. The Court may appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same effect as if executed by the disobedient party.

37. Cooperation: The parties shall cooperate with the other, through counsel or otherwise, to effect changes in titles to property to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure the Court's orders are carried out in every detail. Failure to cooperate may constitute contempt and the Court may order a non-cooperating party to pay attorney fees, pay a fine, serve jail time, among other remedies.

38. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this order represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

*****END OF THE ORDER*****

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Order does 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

/s/ Skye E. Lazaro

Skye E. Lazaro

Attorney for Petitioner

(electronically signed with permission
via email dated 04/27/2026)