



McKaela Dangerfield (19502)  
**HAWKES QUAM, LLC**  
6965 Union Park Center Drive, Suite 450  
Cottonwood Heights, Utah 84074  
Telephone: (801) 953-0945  
[McKaela@hawkesquam.com](mailto:McKaela@hawkesquam.com)  
Attorney for Marah Conner

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

In the Matter of the Marriage of:	<b>DECREE OF DIVORCE</b>
<b>MICAH G. CONNER,</b> Petitioner,	Civil No. 254300462
and	Judge: Douglas L. Hogan
<b>MARAH G. CONNER,</b> Respondent.	Commissioner: Renee Blocher

. The Court, now being fully advised in the premises, having entered its Findings of Fact and Conclusions of Law and for good cause showing, makes its order as follows:

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

**JURISDICTION**

1. The Court has jurisdiction pursuant to Utah Code Ann. § 78B-3-205(6) (2008 as amended) and § 81-4-402 (2024 as amended).
2. Venue is proper pursuant to U.C.A. § 81-4-203 and 78B-3-307.
3. The parties were married in 2011 and are granted a decree of divorce on the grounds of irreconcilable differences.
4. Three (3) minor children are born as issue of the marriage, to wit: G.V.C., born March of 2013; G.D.C., born May of 2015; and M.M.C, born August 2018.

## STATE ASSISTANCE

5. Neither the Petitioner nor the Respondent has received or is receiving public assistance from the State of Utah.

## CUSTODY AND PARENT-TIME

### *Legal Custody*

6. The parties shall share joint legal custody of the minor children pursuant to the Parenting Plan herein. Petitioner shall be designated as the residential parent for purposes of the children's school districts.

### *Physical Custody*

7. School Year Parent-Time: Parent-time shall be as the parties agree. In the event the parties are unable to agree, Marah shall be awarded parent-time pursuant to Utah Code §81-9-303, with her weekday overnight being every Thursday, beginning at the time the minor children are home from school and ending the following day upon delivery of the minor children to school, or at 9:00 a.m. if there is no school. Marah shall also have alternating weekends, beginning at the time the minor children are home from school on Thursday and ending on Monday upon delivery of the minor children to school, or at 9:00 a.m. if there is no school.

8. Summer Parent-Time: Summer parent-time shall be exercised pursuant to Utah Code §81-9-305 on a week-on, week-off basis. This schedule shall commence on the first full week following conclusion of the school year for all minor children. The parent who would have exercised parent-time for the first weekend following the end of the school year shall have the first week of summer parent-time.

9. Extended Summer Parent-Time: Additionally, each parent shall be entitled to ten (10) consecutive, uninterrupted days of parent-time during summer. The parent with priority for that year shall designate their ten (10) day period on or before May 1<sup>st</sup>, and the other parent shall designate their ten (10) day period on or before May 15<sup>th</sup>. Marah shall have priority in even-numbered years, and Micah shall have priority in odd-numbered years. Each parent's designated ten (10) day period shall consist of one of their summer weeks plus 3 days consecutively and shall supersede the regular summer parent-time. Neither parent's extended summer parent-time shall supersede the other parent's holiday parent-time pursuant to the holiday statute
10. The receiving parent shall be responsible for picking up the minor children at the commencement of parent-time.

## **PARENTING PLAN**

### *Verification*

11. Pursuant to Utah Code Ann. § 81-9-203 the parties must abide by this parenting plan.

### *Relocation*

12. Pursuant to Utah Code § 81-9-209, if either party relocates more than 150 miles away from their current residence or out of state, then the relocating party shall comply with the notice requirements in Utah Code § 81-9-209.

### *Right of First Refusal*

13. Each parent shall have the first option to provide care for the children over any other third party if the parent responsible for the children is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and transportation. The parent offering the right of first refusal shall notify the other parent as soon as

it is known that such care will be necessary. If such request is not responded to within forty-eight (48) hours, the right of first refusal is deemed waived. Sleepovers requested by the children when the parent is available shall not trigger the right of first refusal, but only when surrogate care is required.

#### *Travel*

14. Any parent intending to take the children out of state (but not international) or allow a minor child to travel overnight with a sports team, religious group, school group, relatives, friends, or by themselves, will provide a brief itinerary to the other parent at least a three (3) days prior to travel, including a telephone number for emergency communication, , and any other provisions outlined in U.C.A. § 81-9-202(19).

15. The parties should not travel with individuals who pose a safety risk to the children. If medical issues, delays, or changes in travel plans arise, the traveling parent shall notify the other parent immediately.

16. The children will never be allowed to travel without a parent unless both parents provide written consent and permission for the children to do so.

17. If the children are to be chaperoned for purposes of travel, both parents must agree in writing to the chaperone and the chaperoning. If there is an airline fee for the chaperoning, the parent traveling will be responsible for the chaperoning fee. For any international travel with the minor children, both parties must agree in writing to the children traveling internationally at least 45 days prior to the children leaving the United States, and the traveling parent must provide the other parent with a minimum of 60 days prior notice together with all itinerary information, including copies of the travel tickets of everyone traveling with the children.

### *Holidays*

18. Holiday parent-time shall be as the parties agree in writing. If the parties do not agree on a holiday schedule, they shall follow the holiday schedule outlined in Utah Code 81-9-303.
19. For the sole purpose of following the state guidelines for holiday parent-time and for avoidance of doubt, Marah will be considered the noncustodial parent when following the state holiday guideline calendar.

### *Special Events*

20. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent, which may inadvertently conflict with the visitation schedule. If possible, the parent requesting such accommodation should provide at least fourteen (14) days' notice to the other parent. If the accommodation results in the loss of the other party's parent time, make-up parent time shall be provided within thirty (30) days, unless otherwise agreed.

### *Transportation For Child/ren*

21. Reliable, safe, and prompt transportation shall be the personal obligation of the parent exercising parent time and both parents must have safe and reliable vehicles that are current on registration and have valid insurance at all times, preferably in each parent's sole name.
22. The receiving parent should pick up the child/ren from the other parent at the beginning of their parent-time curbside or if no curb, the receiving parent should remain at least 6 feet away from the front door.
23. The parent from whom the child/ren will be picked-up will:

- (i) be at the appointed place at the time the other parent is to receive the minor child/ren; and
- (ii) will have the minor child/ren ready to be picked up at the appointed time and place or have made reasonable alternate arrangements for other parent to pick up the minor child/ren.

24. If a parent cannot pick up or deliver the child/ren, then s/he will immediately contact the other parent, and if need be, the school or day care provider.

25. Neither parent may delegate his/her transportation duties to another person without first communicating and giving the other parent notice. The surrogate transporter must be someone who is known and trusted by both parents to provide safe, reliable, and prompt transportation.

26. Wherever possible, the parties shall help each other with transportation issues, and any mutual agreements they make, when documented in writing by email, will govern transportation arrangements for the time stated in the email.

#### *Extra-Curriculars*

27. The parties agree that each minor child may participate in one (1) extracurricular activity at a time. The parties shall share equally in the costs of agreed-upon extracurricular activities.

28. If one (1) parent is unable to pay their share of the cost at the time of enrollment, the other parent may elect to pay one hundred percent (100%) of the cost in order for the child to participate. In such event, the parent who is unable to contribute financially shall not be responsible for reimbursement but shall continue to cooperate in transporting the minor children to and from the activity during their respective parent-time.

29. If either parent enrolls a minor child in an additional extracurricular activity without the consent of the other parent, such activity shall not interfere with the other parent's parent-time, and the enrolling parent shall be solely responsible for all costs associated with that activity.

### *School Expenses*

30. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any necessary out-of-pocket school expenses (i.e. registration, books, required fees, etc.) incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those expense invoices, bills, receipts, and/or verification. The parties will use their best efforts to discuss any costs prior to any expenditures.

### *Virtual Parent-Time*

31. Both parents should encourage liberal phone visitations. The child's request to call a parent should be reasonably accommodated and each parent shall provide age-appropriate help to the children with the other parent.

32. If a parent buys a cell phone for the child to use, the child should always be able to use this phone to contact that parent or emergency services. Either parent may restrict the phone's use for discipline purposes but must provide a reasonable alternative means of contact so that the other parent's virtual parent-time or the child's access to emergency services are not restricted.

### *Decisions Regarding Raising the Children*

33. The parties shall share joint legal custody and attempt to work together to make major decisions for the children, including, but not limited to, the children's health care, medical decisions, school decisions, any major change in appearances (tattoos, piercings, hair dye or haircuts) and religious upbringing. However, if the parties cannot agree, the parties shall defer to

professionals on the matter. If they still cannot agree, they shall attend mediation. If they still cannot agree, either party may file a motion to have the matter determined with neither party having final say.

34. Day-to-day decisions concerning the care, custody, and control of the minor child shall be made by the parent who has physical custody at the time.

*Respect, Cooperation, and Parenting*

35. The parties shall not disparage one another, directly or indirectly, to or in the presence of the minor children, nor permit third parties to do so. Neither party shall discuss adult issues, allegations, or litigation matters with the children.

36. The parties shall not speak in a derogatory, disparaging, or slanderous manner to any third party, or in any online forum or social media about the other party or the divorce or anything related to the case.

37. The parties shall not involve the children in adult disputes, investigations, or communications regarding this matter, nor use the children to convey messages between the parties.

38. Neither party shall access, monitor, record, distribute, or attempt to access the other party's private electronic accounts, devices, communications, or personal data.

39. Both parents shall encourage affection and promote respect toward the other parent.

40. The parents shall be absolutely restrained from harassing, stalking, abusing, or demeaning the other parent.

41. Neither parent may do anything that places the children's physical, mental, or emotional wellbeing and health at risk.



### *School*

42. Both parents shall be listed as contacts at the school, and both shall have full access to all school records and portals. Petitioner shall be designated as the residential parent for school purposes.

### *Contact Information and Records*

33. Each party shall keep the other immediately informed as to residence address, home, work and cell phone numbers, e-mail addresses, and any other important contact information, including how to be reached in the event of an emergency. The parties should communicate with each other by any of the above-mentioned methods.

34. The parties have been using and shall continue to use Our Family Wizard (OFW) to communicate about the children and to schedule all the children's health appointments (medical, dental, vision, mental health), activities (parties, sleepovers etc), extracurricular activities (sports, extra murals etc.) and school activities (parent-teacher conferences, recitals, etc.).

35. Texting or phone calls should be used only in emergency situations such as being stuck in traffic for a child drop off or pick up or taking a child to the E.R.

36. Both parties should have access to records and the ability to consult with providers regarding education, childcare, and health care.

### *Childcare Expenses*

37. Each party shall be responsible for half of the work or education related daycare/child-care expenses. Childcare for the minor child shall only be provided by relatives, friends, or neighbors approved by the parents. The parties shall provide notice of all caregivers before the

caregiving begins. Any changes to this arrangement must be communicated and agreed upon by both parents in advance.

**38.** Documentation or expenses shall be provided to the other parent within thirty (30) days of incurring the expense. Reimbursement for such expenses shall be made within thirty (30) days.

**39.** A parent must immediately notify the other parent if:

(i) the parent resides with an individual or provides an individual with access to the child/ren; and

(ii) the parent knows that the individual:

a) is required to register as a sex offender, a kidnap offender, or a child abuse offender for an offense committed against a child/ren under Title 53, Chapter 29, Sex, Kidnap, and Child Abuse Offender Registry; or

b) has been convicted of:

(A) a child abuse offense under Section 76-5-109, 76-5-109.2, 76-5-109.3, 76-5-109.4, 76-5-114, or 76-5-208;

(B) a sexual offense against a child/ren under Title 76, Chapter 5, Part 4, Sexual Offenses, other than an offense under Section 76-5-417, 76-5-418, or 76-5-419;

(C) an offense for kidnapping or human trafficking of a child/ren under Title 76,

Chapter 5, Part 3, Kidnapping, Trafficking, and Smuggling;

(D) a sexual exploitation offense against a child/ren under Title 76,

Chapter 5b, Sexual Exploitation Act; or  
(E) an offense that is substantially similar to an offense under Subsections  
(18)(b)(ii)(A) through (D).

#### **MILITARY PARENTING PLAN**

40. Pursuant to Utah Code § 81-10-4, the parties are to follow this additional military parenting plan only during Micah's deployments.

##### *Notice of Deployment*

41. After receiving notice of deployment, Micah shall give written notice to Marah within seven (7) days or as soon as possible.

##### *Care Taking Authority*

42. Only Micah is a servicemember, therefore, while he is deployed, caretaking authority of the parties' children is given to the following:

a. Marah G. Conner

43. While Micah is deployed, Marah shall have the decision-making authority to make day-to-day decisions for the children during the time she is caring for the children and make emergency decisions affecting the health or safety of the children.

##### *Contact with Deployed Parent*

44. Marah should facilitate daily parent-time contact between Micah and the children whenever the children request it or for up to thirty (30) minutes, through email, telephone, or video call, at times mutually convenient for Micah and the children.

##### *Termination of Military Parenting Plan*

45. The provisions of this Military Parenting Plan shall terminate immediately upon Micah's return from deployment.

*Child Support Modification*

46. Child support obligation cannot be modified by the Military Parenting Plan.

**CHILD SUPPORT**

47. Both parties are current on all child-related expenses as of April 30.

48. Pursuant to Utah Code § 78B-12-202 et seq. Respondent shall pay Petitioner child support. Child support shall begin May 2026 and shall be paid as follows:

a. Respondent is employed full-time and earns \$6,685.79 per month gross for child support purposes only. Petitioner is employed full-time and earns a gross monthly income of \$14,197.00. In accordance with Utah Code 81-6-203, the joint custody worksheet, Respondent shall pay child support to Petitioner in the amount of \$436 per month.

b. Unless the Court orders otherwise, support for a child terminates at the time (1) the child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code § 78A-6-801 et seq.

c. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month shall be considered delinquent on the 6th day

of the month. Child support due and not paid on or before the 20th day of the month shall be delinquent on the 21st day of the month.

d. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to U.C.A. § 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payors. All withheld income will be submitted to the Office of Recovery Services until such time as the noncustodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere. If mandatory income withholding is implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the party requesting income withholding.

e. Under Utah Code § 78B-12-210(8), the parties shall have a right to adjust the child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

Under Utah Code § 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services will review the order, and if appropriate, move the court to adjust the amount.

f. Under Utah Code § 78B-12-210(7) and (9), the parties shall have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

#### **HEALTH INSURANCE AND MEDICAL EXPENSES**

**49.** The party who can obtain the most cost-effective health and dental insurance for the children/child shall be responsible for maintaining such coverage. The parents will divide the cost of the premiums for the children children's portion of the health insurance equally. The party who maintains the health insurance shall provide proof of the premium amounts within fourteen (14) days of a request to do so. Premiums shall be divided on a per capita basis. As of the signing of the

Stipulation Petitioner carries the insurance for the children. If the parents ever choose to double cover the children, they shall each pay their own premiums.

- a. Each parent shall share equally reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling and mental health, prescriptions, deductibles, and copayments, incurred for the dependent children and which are not paid by a medical insurance carrier.
- b. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification.
- c. The parent ordered to maintain insurance shall provide written verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2, of each year, if there is a change in the previous coverage or provider.
- d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Micah shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Marah shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

**50.** Pursuant to Utah Code § 15-4-6.7 all the children's providers are required to bill each

parent separately for the parent's equal share of any medical, mental health, and dental expenses on behalf of any of their Children.

51. Each parent should ensure that the Children's medical providers are abiding by this law to limit the possibility of either parent not paying the health insurance premium and any uncovered medical expenses for any of their Children.

### **REAL PROPERTY**

*96 Eastmoor Dr, Grantsville UT 84029*

52. The parties acquired real property located at 96 Eastmoor Dr, Grantsville UT 84029. The home and real property shall be awarded to Micah, including all equity, debt, and liability in the home. Micah will be solely responsible for the mortgage payments, repairs, maintenance, and all other obligations of the home. The parties agree Micah shall assume or refinance the current mortgage to remove Marah from the mortgage obligation within ninety (90) days of the signing of the Stipulation. Marah agrees to sign any documents needed to remove her name from the home, including a Quit Claim Deed and will do so without hesitation at the request of Micah or his mortgage lender as part of the assumption or refinance process.

### **BUSINESS ASSETS**

53. During the course of the marriage, the parties have not acquired an interest in any business assets.

### **PERSONAL PROPERTY**

54. During the course of the marriage, the parties have acquired certain items of personal property. Each party shall be awarded their own clothing, jewelry, watches, shoes, bags, and gifts received individually.



55. The parties acknowledge that all personal property has been divided to their mutual satisfaction. Each party waives any future claim to personal property currently in the possession of the other, and this includes the possession and control of all the vehicles.

56. The division as it stands should be considered final and should be approved by the court.

57. Micah shall be awarded the 2021 Dirt Bike, along with all equity, debt, and liability thereon.

58. Micah shall be awarded the 2022, Dirt Bike, along with all equity, debt, and liability thereon.

59. Micah shall be awarded the 2020 Polaris, along with all equity, debt, and liability thereon.

60. Micah shall be awarded the Recreational Vehicle Trailer, along with all equity, debt, and liability thereon.

61. Marah shall be awarded the 2006 GMC Envoy, along with all equity, debt, and liability thereon.

62. Micah shall be awarded the 2018 Chevrolet, along with all equity, debt, and liability thereon.

63. Micah shall be awarded the 2021 Heartland Trailer, along with all equity, debt, and liability thereon as long as Marah restores the Trailer as close as possible to its original condition within 30 days of the signing of the Stipulation by making the following items available for Micah to pick up on an agreed upon date:

- 2 loveseats for the living room area
- TV in living room above the fireplace
- Mattress in master bedroom (king)
- Mattress for the top bunk in the garage area (queen)

- TV in Garage area
- mini fridge for the outdoor kitchen

64. The parties shall remove each other's name from any loans, titles, registrations, or other documents associated with these vehicles within sixty (60) days of the signing of the Decree.

#### **SAVINGS, CHECKING, RETIREMENT, AND INVESTMENT ACCOUNTS**

65. During the course of the marriage, the parties acquired various savings, checking, and retirement accounts that shall be awarded as follows:

<b>Account</b>	<b>Awarded To</b>
USAA Federal Savings Bank 6738 checking	Divide and Close
USAA Federal Savings Bank 6711 checking	Divide and Close
USAA Federal Savings Bank 9596 savings	Divide and Close
USAA Federal Savings Bank 8427 - checking	Marah
SGLI 7454 - life insurance	Micah
Chartway 47417 savings	Micah
USAA Federal Savings Bank 2845 checking	Micah
Chime 0006 checking	Micah
Guardian 1430 life insurance	Micah
Fidelity 7282 Roth IRA	Marah
Schwab 0366 IRA	Marah
fidelity 90076 Army 401(k)	Marah
Schwab 3362 and 3484	Micah
John Hancock ATL and savings plan	Micah
TSP 5745 savings plan	Micah

#### **MILITARY RETIRED PAY/ PENSIONS**

66. The parties agree to reserve the issue of the parties' pensions until such time as Respondent provides Petitioner with full information on any pension/s she might have. Respondent shall

provide any documentation in relating to such pension/s within thirty (30) days of the signing of the Stipulation.

### **DEBTS AND OBLIGATIONS**

**67.** During the course of the marriage, the parties acquired various debts that shall be awarded as follows:

<b>Account</b>	<b>Assigned To</b>
USAA Credit Card	Micah
USAA Federal Savings Bank loan	Micah
Regions Bank home loan (windows)	Micah
Chartway Credit Card	Micah
Department of VA 3816 student loan	Micah
Freedom Financial (Dirt Bike) Loan	Micah
Cyprus (2020) Polaris Loan	Micah
Huntington Bank (2021 Heartland RV Loan)	Micah
Ally Bank (Chevy Silverado) Loan	Micah

**68.** Micah shall be solely responsible for and shall timely pay all debts assigned to him herein. Micah shall indemnify and hold Marah harmless from any and all liability, claims, demands, or expenses arising from said debts. Micah shall make reasonable and diligent efforts to remove Marah's name from any such debts within sixty (60) days of the entry of the Decree of Divorce, including by refinancing or otherwise. In the event Micah is unable to remove Marah's name within said time, he shall ensure that all payments are made timely so as to not adversely affect Marah's credit.

### **ALIMONY**

**69.** Neither party shall be awarded alimony. The parties expressly waive any claim to alimony, past, present, or future.

## **TAXES**

70. For so long as there are three (3) minor children eligible to be claimed for tax purposes, Marah shall claim G.V.C., Micah shall claim G.D.C., and the parties shall alternate claiming M.M.C., with Marah claiming M.M.C. in even-numbered tax years and Micah claiming M.M.C. in odd-numbered tax years.

71. When only two (2) minor children remain eligible to be claimed, Micah shall claim G.D.C., and Marah shall claim M.M.C.

72. When only one (1) minor child remains eligible to be claimed, the parties shall alternate claiming that child, with Marah claiming the child in even-numbered tax years and Micah claiming the child in odd-numbered tax years.

73. Each party's right to claim a minor child for tax purposes is conditioned upon that party being current on any court-ordered child support obligation as of December 31 of the applicable tax year.

74. Micah shall pay to Marah the sum of \$3,920.00, representing her share of the 2025 tax refund, within fourteen (14) days of the signing of the Stipulation.

## **MEDIATION**

75. 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. A dispute may not be presented to the Court in this matter without a good faith attempt by both parties to first resolve the issue through mediation. Orders to Enforce and emergency requests may be filed without mediation if mediation is not practical given the time restraints.

### **EXECUTING DOCUMENTS**

76. The 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 signing of the Stipulation, the other party may bring an order to show cause at the expense of the disobedient party and seek that the Court 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. The Court shall order attorney fees and costs for the compliant party.

### **COOPERATION**

77. 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, pay damages, pay interest, and serve jail time, among other remedies.

### **ATTORNEY FEES**

78. Each party shall pay their own attorney fees through the signing of the Stipulation and reasonable paperwork to finalize the case. In addition, the prevailing party to an action for breach of a term of the Stipulation or order shall be entitled to his or her attorney fees and costs.

**FORMER NAME**

79. Marah shall have the option to be restored to her former name of Marah Atherley should she so desire.

**FINALIZATION OF THE CASE**

80. The parties shall work together cooperatively via email to finalize the divorce case. They will follow the timelines in UTAH R. CIV. P. 7(j) in presenting proposed drafts and approving them and filing them with the Court for ratification if no response is received.

**—END OF DOCUMENT—**

**In accordance with the Utah State District Court E-Filing Standard No. 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge but instead displays an electronic signature at the upper margin of the first page of the order once signed.**

**APPROVED AS TO FORM AND CONTENT:**

/s/ Emy Cordano  
Emy Cordano  
Attorney for Petitioner  
signed with permission on May 11, 2026

**CERTIFICATE OF SERVICE**

I hereby certify that on this 4th day of May 2026, I delivered a true and correct copy of the foregoing proposed **DECREE OF DIVORCE** to the following:

Emy Cordano Attorney for Respondent	First Class U.S. Mail, Postage Prepaid Facsimile Transmission Personal Delivery E-Filing E-Mail
--	---

/s/ McKaela Dangerfield

McKAELA DANGERFIELD  
*Attorney for Marah Conner*