

The Order of the Court is stated below:

Dated: June 05, 2026
10:40:43 AM

/s/ L DOUGLAS HOGAN
District Court Judge



JAIME TOPHAM (11782)
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**DISTRICT COURT OF THE STATE OF UTAH
THIRD JUDICIAL DISTRICT
TOOELE COUNTY**

IN THE MATTER OF THE MARRIAGE
OF:

ZACHARY R. STEWART,
Petitioner
and

CAITLIN STEWART
Respondent

DECREE OF DIVORCE

Case Number 254300111

Judge L. Douglas Hogan
Commissioner Renee Blocher

The above-entitled matter came before the Court on Petitioner's submission for entry of the decree. The Court, having entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW, now hereby:

ADJUDGES, ORDERS AND DECREES

1. Petitioner is granted a divorce from Respondent, the divorce to become final upon entry.

CUSTODY AND CHILD SUPPORT

2. The parties have one minor child, G.B.S., born March 2016.

JOINT LEGAL CUSTODY

3. The parties shall share the joint legal custody of their minor child.

PARENTING PLAN

4. Pursuant to U.C.A. §81-9-203, the parties incorporate the following provisions into a Decree of Divorce to comply with the parent plan requirement:

- a. The parties desire to create an effective co-parenting relationship for the benefit of their minor child. The parties desire to raise a happy and well-adjusted child and to respect each other in their respective parenting roles.
- b. The parties 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 parties agree to reduce the conflict between them and learn problem solving skills and implement those skills to eliminate future conflict. The parties shall have open communication and focus on the needs and interests of their child ahead of their own personal interests.

- d. Decision Making: The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event the parties do not mutually agree regarding the child, the parties shall consult with third party experts in that field. In the event the parties still cannot reach an agreement, the parties shall attend mediation prior to seeking Court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the child is in his or her care.
- e. Access and Sharing Information. Both parties shall have access to the child's medical, church, education, counseling, and other records and shall include the other party as the parent on such records. The parties shall share information with one another regarding the child's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information the other party does not have access to.
- f. Education: The child shall continue to attend school at Overlake Elementary school through 6th grade.
- g. The parties agree to return to mediation March of 2028 to discuss junior high and high school options. The parties shall follow the decision-making process above in preparing for mediation. If no agreement is reached at mediation, a motion for a best interest determination shall be immediately filed with the Court to get a hearing by June 30, 2028.

- h. Each parent shall notify the other parent 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 each parent shall be entitled to attend and participate fully.
- i. Each parent shall have access directly to all school reports including daycare reports and medical records and shall be notified immediately by the other parent in the event of a medical emergency.
- j. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
- k. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available.
- l. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- m. Each parent shall be entitled to an equal division of major religious holidays celebrated by the parents, and the parent who celebrates a religious holiday that the other parent does not celebrate shall have the right to be together with the child on the religious holiday.

- n. Right of First Refusal: If either parent is unable to personally care for the minor child for more than four hours during their designated parent-time, that parent shall first offer the other parent the opportunity to care for the child- during that period before arranging care with a third party. If a parent desires to exercise the right of first refusal, the exercising party shall provide their work schedule to the other party to verify the exercising party is personally able to be with the child.
- o. When one or both parents are servicemembers or are contemplating joining a uniformed service, the parents should resolve issues of custodial responsibility in the event of deployment as soon as practicable through reaching a voluntary agreement pursuant to Section §81-6-107 or through court order obtained pursuant to Section §81-9-204. Servicemembers shall ensure their family care plan reflects orders and agreements entered and filed pursuant to Title 78B, Chapter 20, Uniform Deployed Parents Custody, Parent-time, and Visitation Act.
- p. Parenting App: The parties agree to use Our Family Wizard for all communications related to the minor child. The parties shall communicate by telephone or text only in the event of an emergency. Each party shall obtain the Our Family Wizard App and pay for the service. Petitioner shall pay for both party's app for 2026. Each party shall pay for their own app starting at renewal in 2027.
- q. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

- r. If a party desires to relocate 50 miles or more from the other party, the relocating party must comply with the notice requirements of Utah Code Ann. §84-4-406(5)-(6).
- s. For emergency purposes, whenever the child travels with either parent, all of the following shall be provided to the other parent:
 - i. an itinerary of travel dates;
 - ii. destinations;
 - iii. places where the child or traveling parent can be reached; and
 - iv. the name and telephone number of an available third person who would be knowledgeable of the child's location.

JOINT PHYSICAL CUSTODY

- 5. The parties shall share the joint physical custody of the minor child.
- 6. The parties shall share parent-time in accordance with Utah Code Ann. §81-9-303. Petitioner elects Thursdays as his mid-week. Every other weekend, Petitioner begins his parent-time by picking up the child from school. Petitioner returns the child to school on Monday morning. A parent shall not be at the school for afternoon pickups on the other parent's day. If school is not in session, the parent starting parent-time shall pick up the child from the other parent. Parent-time shall begin as stated in Utah Code Ann. §81-9-303.
- 7. Holiday and extended parent-time shall be as the parties can agree. Absent an agreement otherwise, extended parent-time should be in accordance with Utah Code Ann. §81-9-303. As to holidays, the parties will work together to ensure the G.S. is able to

exercise the same holidays as Caitlin's child G.G. Holidays shall be as follows: Christmas Day is to be split between the parties every year.

Holiday	Holiday Time Period	Years Zack is Granted Holiday	Years Catlin is Granted Holiday
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd Years	Even Years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or	Never	Always

	(c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Never	Always
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Always	Never
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m.	Even Years	Odd Years

	(2) Holiday ends on July 25th at 6 p.m.		
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Always	Never
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to	Odd Years	Even Years

	school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.		
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even Years	Odd Years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent	Even Years	Odd Years

	granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.		
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 25th at 2 p.m.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 25th at 2 p.m. (2) Holiday ends upon delivering the child to school on the day that school	Even Years	Odd Years

	resumes after the winter break.		
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years

CHILD SUPPORT & OTHER OBLIGATIONS

8. Child Support. Petitioner is currently employed by Strong Auto Group and earns \$10,162.00 per month.

9. Respondent is currently employed by Granite School District and earns approximately \$4,666.00 per month.

10. Petitioner shall pay child support to Respondent in the amount of \$628.00 per month beginning July 1, 2026. Child support is based on Petitioner exercising 145 overnights per year and Respondent exercising 220 overnights per year; and Petitioner prior child support of \$800.00 per month. The child support is compliance with Uniform Civil Liability for Support Act, UCA §81-6-107 et seq.

11. Child support shall continue until such time as the minor child reaches eighteen (18) years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later.

12. Health Insurance. Pursuant to U.C.A. §81-6-208, it is reasonable and proper that:

- a. The parent most capable of providing adequate health insurance coverage for an affordable cost shall do so.
- b. If both parties provide insurance for the child, Petitioner's insurance is considered primary. If a spouse of a parent provides coverage for the child, the coverage shall be designated as if the parent provided the coverage.
- c. Both parties shall share equally all reasonable and necessary uninsured medical, dental, vision, mental health and orthodontia expenses, including premiums, deductibles and co-payments, incurred for the minor child and actually paid by the parties.
- d. The child's portion of the premium is a per capita share of the premium actually paid.
The premium expense for a child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.
- e. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium. If the parent does not have insurance but another member of the parent's household provides insurance coverage for the child, the parent may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.
- f. The parent obtaining insurance coverage shall provide written verification of coverage to the other parent upon initial enrollment of the dependent child and within 10 days following enrollment each year.

13. Medical Expenses. The parties shall equally share the out-of-pocket costs paid for all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a dependent child, including any deductibles, copayments, and/or coinsurance paid for the benefit of the child's medical and/or dental care. The party who incurs a medical or dental expense shall provide written verification of both the cost and payment of expenses to the other parent within thirty (30) days of making such payment. Thereafter, the other parent shall reimburse that party one-half (1/2) of the out-of-pocket amounts actually paid to cover the child's medical or dental expenses. In addition to other sanctions the court may impose, a party may be denied the right to receive reimbursement if that party fails to provide such timely verification of both the cost and his or her payment of a child's medical or dental expense.

14. Extracurricular Activity Expenses. That Petitioner and Respondent are ordered to each assume and pay 50% of school fees and school related sports and activity fees. The parties shall assume and pay 50% of all extracurricular activities of the minor child. However, said extracurricular activity must be agreed to, in writing, by the parties prior to the child being enrolled or taking part in such activities. If the parties are unable to agree on the extracurricular activity, either party shall still be entitled to have the child participate in the extracurricular activity if that party pays entirely for the extracurricular activity and so long as the extracurricular activity does not interfere with the other party's parent time. The parties shall act in good faith in deciding whether the minor child should participate in an extracurricular activity.

15. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501(2)-(4) when a court order has been entered providing for payment of medical expenses of a minor child pursuant to Utah Code Ann. §81-4-501(2)-(4), §81-4-204, or §81-6-208, a creditor who has been provided with a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order.

16. Therefore, each party shall:

- a. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child,
- b. Notify the particular creditor of that party's current address,
- c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah Code Ann. §70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14 Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

INCOME TAX EXEMPTIONS AND TAXES

17. The parties filed a joint tax return for 2024. Respondent shall provide a copy of the 2024 tax return to Petitioner within 5 days of this agreement. The parties shall equally

share any refund or liability related to 2024 tax year and any prior year tax obligations, and for the 2025 tax year if a joint return is filed.

18. The parties shall alternate claiming the child for all federal and state tax purposes. Petitioner shall claim the child in odd years beginning in 2025 and Respondent shall claim the child in even year, beginning in 2026.

19. A party obligated to pay child support must be current on the child support obligations by the last day of the tax year in order to claim the child.

ALIMONY

20. Petitioner shall pay alimony to Respondent in the amount of \$872.00 per month for a period of 36 months, to begin July 1, 2026. Alimony shall automatically terminate upon the death of either party, the marriage of Respondent or upon Respondent's cohabitation as defined by Utah Code Ann. §81-4-505.

REAL PROPERTY

21. During the marriage the parties purchased a house located at 4279 Rose Springs Road, Tooele, Utah 84074.

22. The home shall be listed for sale with a mutually agreed upon realtor by June 30, 2026. The parties shall cooperate with the realtor to determine list price and evaluate offers. If the house is on the market for more than 30 days without an offer, the parties shall cooperate with the realtor to make price reductions as advised until the house is sold.

23. If Respondent desires to purchase the house, she may exercise the first right to purchase before the house is under contract. Respondent must purchase the house at the fair market value and pay any realtor fees if she waits to exercise this right until the house

is listed. If Respondent exercises this right prior to listing, the fair market value will be determined by the appraisal completed as part of the refinance process. The appraisal must be completed by a third party selected by the financing company.

24. Respondent may continue to reside in the home until it is sold. Respondent shall maintain the home while residing in the home and keep it in show ready condition. Once the home is listed for sale, Respondent shall cooperate with the realtor to show the home.

25. If the house is listed, both parties shall be responsible for any repairs and maintenance recommended by the agreed upon real estate agent to effectuate sale. Respondent is responsible for paying the utility payments for the home until it is sold.

26. Respondent shall maintain the mortgage payment starting July 1, 2026 until the house is sold. Petitioner shall maintain the HELOC payments until the house is sold.

27. Upon the sale of the home, the proceeds shall be distributed as follows:

First mortgage shall be paid from the total proceeds.

a. All sale costs, including but not limited to realtor fees, title fees, seller concessions, title insurance fees, property taxes.

b. The remaining proceeds shall then be segregated ½ to each party.

c. From Petitioner's sale proceeds, the HELOC loan will be paid in full.

d. From Respondent's sale proceeds, any mortgage payments

Petitioner made to protect his credit after July 1, 2026. The amount shall be paid to Petitioner.

e. From Respondent's proceeds, any remaining balance owing for any utilities for the marital home will be paid.

f. Petitioner shall be distributed his remaining proceeds as he directs.

g. Respondent shall be distributed her remaining proceeds as she directs.

h. Any escrow refunds shall be divided equally between the parties.

PERSONAL PROPERTY

28. During the marriage the parties purchased or accumulated personal belongings and effects.

29. Petitioner is awarded the 2010 Audi S4 and the 2013 Harley Davidson.

30. Petitioner is also awarded the Airstream motorhome, subject to the debt associated with the motorhome. Arrangements must be made, within 14 days of signing this Stipulation, for Respondent to retrieve her personal property from the Airstream.

31. Petitioner is awarded the dirt bike for the minor child.

32. Respondent is awarded the 2012 Audi Q7 and the 2011 Audi A4.

33. Petitioner is awarded the coke vending machine, Tonal home gym, together with the debt associated; Yeti Cooler; television, and ice machine.

34. All other personal property is awarded to the party with possession of the item, with the exception of Respondent's personal property currently inside the Airstream.

ACCOUNTS, DEBTS AND OBLIGATIONS

35. The parties are awarded the accounts in their individual names free of any interest to the other party.

36. Each party shall assume, pay and discharge any individual debts and obligations held in their individual names.

RETIREMENT

37. Petitioner has acquired an interest in retirement benefits during the marriage. The retirement interest shall be divided equally between the parties. The parties will hire David Hunter to prepare a Qualified Domestic Relations Order and share the costs equally. Petitioner and Respondent shall initiate the process within 30 days of the entry of the Decree of Divorce.

ATTORNEY FEES

38. Each party shall pay the attorney fees and costs he or she incurs in this matter.

MISCELLANEOUS

39. Each party is required to sign any and all papers (including, but not necessarily limited to, automobile titles, bank account signature cards, quit claim deeds, releases and etc.) which may be necessary in order to effectuate the provisions of any judgment or decree which may be awarded by the court herein.

40. Respondent is permitted to return to her previous name of Howe if she so chooses.

Approved as to form:

/s/ Martin N. Olsen

Martin N. Olsen

Attorney for Respondent

Electronically signed by counsel with permission of Martin N. Olsen via email.

In accordance with the Utah State District Court's Efiling Standard No. 4, and Utah Rules

of Civil Procedure 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.

END OF ORDER

CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of May, 2026, I caused a true and correct copy of the foregoing document to be served on the following by the method indicated:

Martin Olsen Olsen & Olsen Law 8142 S State Street Midvale, Utah 84047 Email: liz@olsenfamilylaw.net	<table><tr><td>☐</td><td>U.S. mail</td></tr><tr><td>☐</td><td>Facsimile</td></tr><tr><td>☐</td><td>Hand delivery</td></tr><tr><td>☒</td><td>Electronic mail</td></tr><tr><td>☐</td><td>Court electronic notice</td></tr></table>	☐	U.S. mail	☐	Facsimile	☐	Hand delivery	☒	Electronic mail	☐	Court electronic notice
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/s/ Jaime Topham

Jaime Topham

