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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR TOOELE COUNTY, STATE OF UTAH	
<i>In the Matter of the Marriage of</i> BRENT SCOTT LOVATO, Petitioner, and TRATON DAISY LOVATO, Respondent.	DECREE OF DIVORCE Case No. 264300012 DA Judge: Douglas Hogan Commissioner: Renee Blocher

Petitioner BRENT SCOTT LOVATO and Respondent TRATON DAISY LOVATO have entered into a Stipulation and Settlement Agreement (the “Stipulation”), resolving all issues relating to the above-entitled divorce action. The Court having now made and entered its Findings of Fact and Conclusions of Law; and good cause appearing; **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. **Legal Custody.** Each of the parties being fit and proper persons, the parties shall have joint legal custody of the minor child.

a. The parties shall discuss all major decisions concerning the child including his health, education, and general welfare, daycare, medical and dental treatment, and therapy.

b. To accomplish this, the parties shall use the following decision-making procedure:

(1) Identify the issue; (2) Discuss possible solutions; (3) Consult with any applicable and available experts; and (4) Choose the most sensible solution that considers the needs and interests of everyone involved.

c. If the parties reach an impasse following this process, Mother shall have provisional final decision-making authority. Mother shall communicate her decision to Father in writing, and Father shall have fourteen (14) days from his receipt of the decision to file an appropriate pleading to challenge the decision. The decision shall be stayed until this fourteen (14) day waiting period has passed. If Father files such a pleading, the decision shall be stayed pending the court's determination.

d. While the parties await the court's determination, they may attend mediation to resolve the issue.

e. Mother shall be deemed the residential parent for school zoning purposes.

f. The minor child may be baptized and fully participate in The Church of Jesus Christ of Latter-day Saints if he wishes. If the child chooses to be baptized or to receive any priesthood ordination, Father shall have the first right to perform any such ordinances. Both parties shall be fully advised as to the dates and times of all important Church-related events, including but not limited to ordinances, talks given by the child, special recognitions, and other events at which parents would be invited to attend.

g. The parties agree that, in the event either party begins dating, no significant other will be introduced to the minor children unless the parties have been dating a significant other for a minimum of six (6) months.

2. **Physical Custody and Parent Time.** The parties will have joint 50/50 custody, on a week on/week off basis, (1) until August 1, 2028, or (2) until the minor child begins pre-school, or (3) until the minor child begins kindergarten if the child does not attend preschool, whichever occurs later.

a. If Father has moved to within 40 minutes of Mother (based on a Google maps search) before the 50/50 arrangement terminates as described above, then the parties shall maintain a 50/50 custody arrangement permanently.

b. If Father has not moved within 40 minutes of Mother based on a Google maps search before the 50/50 arrangement terminates as listed above, then the Mother is awarded sole physical custody of the minor child, with parent time being as the parties may agree. If the parties cannot agree, parent time shall be as follows:

i. Parent time shall be pursuant to Utah Code Ann. §81-9-209 with all transportation responsibilities and expenses being divided equally except for Father's optional monthly visits as described in Utah §81-9-209(9)(d), which shall be at Father's sole expense.

3. **Transportation.** Exchanges shall be as the parties agree. If the parties cannot agree, the following shall apply:

a. The receiving parent shall pick up the minor child for all visits from the other party's residence.

b. Exchanges will occur on Sundays at or around 5:00 p.m.

c. A responsible adult third party known to the child and both parties may be utilized for exchanges.

4. **Holiday Parent Time.** Holiday parent time shall be as the parties agree. If the parties cannot agree, and until one of the following events occur: (1) until August 1, 2028, or (2) until the minor child begins pre-school, or (3) until the minor child begins kindergarten if the child does not attend preschool, then the parties agree not to deviate from the week on/week of schedule except for Christmas and Thanksgiving. Specifically, Father would have the week that includes Christmas Day from Sunday to Sunday in even years; Mother would have odd years. If this would result in a parent getting two consecutive weeks, then the other parent would receive two consecutive weeks after the week that includes Christmas; then the parties would resume their standard week-on/week-off schedule. Thanksgiving will be awarded to Mother in even years and Father in odd years, and shall take place from Wednesday at 5 pm through Sunday at 5 pm with the parent beginning their parent-time with the minor child responsible for the transportation. If the parent-time has switched from 50/50 to sole physical custody as described above, then Father's parent time shall be based upon Utah Code Ann §81-9-209(9)(a)-(d). If Father has moved to within 40 minutes as described above, then the holiday parent-time shall be consistent with Utah Code Ann. §81-9-302 with Mother being listed as the noncustodial parent for the purposes of the holiday table in Utah Code Ann. §81-9-302(12).

5. **Virtual Parent Time.** Each party may have reasonable, uncensored, and unmonitored (as is practicable based on the child's age) video or phone contact with the child while they are with the other parent. The child may call either parent at any time. Both parties shall be supportive of virtual parent time with the other parent.

6. **Parenting Plan.** The parties shall adopt the Advisory Guidelines pursuant to Utah Code Ann. §81-9-202 unless otherwise stated herein. In addition, the parties shall adopt the guidelines

as follows:

- a.** Both parties shall have access to the child's school, church, and other records and shall include the other party as the parent on such records. The parties shall notify one another within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the child are participating or being honored, and both parties shall be entitled to attend and participate fully;
- b.** The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the child's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;
- c.** The parties shall notify the other parent of major injury or illness involving the child as soon as reasonably possible;
- d.** The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;
- e.** The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor child;
- f.** The parties shall notify the other parent of any change of address, email address, cell phone number, and telephone number within twenty-four (24) hours of the change;

- g.** The parent who has the child in his or her care may make minor day-to-day decisions regarding the child without having to consult with the other parent;
- h.** For emergency purposes, whenever the child travels with either parent overnight or longer, the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location;
- i.** Before leaving the United States with the child, the parent taking the minor child will give the other parent at least sixty (60) days' notice. The parties shall cooperate in obtaining passports for the minor child and making those passports available to the traveling parent;
- j.** The parties shall work together in a reasonable manner to accommodate each other and to provide the child consistency and stability;
- k.** 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;
- l.** The parties shall not put the child in the middle of adult conflict by refraining from discussing disagreements in front of the minor child;
- m.** The minor child shall not be used as a messenger between the parents;
- n.** The parties shall maintain safe and appropriate sleeping and living

accommodations for the child. The child shall always have his own bed;

o. The minor child shall never be left with surrogate caregivers who are adults or older adolescents who are not related to them without providing information regarding the surrogate care giver to the other parent;

p. While the parties' child is a minor, neither party shall have any roommates without disclosing their identities to the other parent;

q. Neither parent shall question the minor child about the other parent's activities, personal relationships, or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor child;

r. The party with the minor child in his/her care shall be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time;

s. Communication between the parties shall solely be about the minor child. Communication regarding the minor child shall be directly between the parents and shall not involve third parties;

t. Each party shall be responsible to maintain clothing and other items for the child to use when he is with that party;

u. The parties shall be restrained from consuming illegal drugs and from abusing prescription drugs, for 24 hours prior to their parent time and during their parent time. The parties shall be restrained from consuming alcohol to the point of intoxication during their parent time. The parties shall also keep the child away from third parties

who are doing so; and

v. Both parents shall be provided access to any communication devices utilized by the child and any social media accounts used by the minor child.

w. Neither party nor the minor child shall post any pictures of the child or any information concerning the minor child's name on social media, nor give permission to third parties to post pictures or information, without the written consent of both parties or until the child is 12 years old.

7. **Mutual Restraining Order.** The parties stipulate and agree to the following mutual restraining order:

a. Both parties shall be restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, name calling, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preferences regarding custody or visitation.

b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes the child's best interest.

c. Both parties shall be restrained from discussing divorce issues in front of the child or allowing a third party to do so. The parties shall also be restrained from discussing the child's relationships with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child. Neither party shall

request or encourage the child to hold back information from the other party which shall otherwise be divulged to the other party by the other parent.

d. Both parties shall be mutually restrained from harassing, threatening, stalking, digitally stalking, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

e. With the exception of child exchanges as set forth above, neither party shall go the residence or work place of the other party without written permission.

f. Both parties shall be mutually restrained from allowing third parties to do in front of the child what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

g. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

8. Child Support. Child support shall be based on Utah Child Support Guidelines and the Child Support Worksheet for Joint Custody attached hereto. For purposes of this Stipulation, the parties have established Father's monthly income as \$3,545 and Mother's monthly income as \$1,872. Father's monthly child support obligation is established at \$117, beginning April 1, 2026, for one (1) minor child, based upon the joint custody calculator with Mother having 183 overnights. If the custody switches to sole custody as described above, then the sole custody worksheet shall be used and Father's obligation shall be \$464 per month. Both parties shall cooperate by signing whatever is necessary to effectuate any changes in child support if the

custody arrangement changes.

- a.** Child support shall be payable one-half on the 5th day of each month and one-half on the 20th day of each month unless the parties otherwise agree.
- b.** Child support shall continue until the child turns eighteen (18) or graduates from high school, whichever occurs later.
- c.** Payor's income may be subject to income withholding by the ORS in accordance with the Utah Code. The party initiating income withholding shall be solely responsible for any fees associated with establishing automatic withholding.

16. The child support award may be modified prospectively pursuant to U.C.A. § 81-6-212:

- (1) U.C.A. § 81-6-212(5)(a): If a child support order has not been issued or modified within the previous three years, a party may move the court to adjust the amount of a child support order.
- (2) U.C.A. § 81-6-212(5)(b): If there is a difference of 10% or more between the payor's ordered support amount and the payor's support amount that would be required under the guidelines, and the difference is not of a temporary nature, the court shall adjust the amount to that which is provided for in the guidelines.
- (3) U.C.A. § 81-6-212(3): A party may, at any time, petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. A change in the base combined child support obligation table is not a substantial change in circumstances for the purposes of this subsection.
- (4) U.C.A. § 81-6-212(3)(c): A substantial change in circumstances may include:
 - (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; and
- (vi) material changes in the legal responsibilities of either parent for the support of others.

(5) U.C.A. § 81-6-212(4): The court shall take into account the best interests of the child and determine whether a substantial change has occurred. If it has, the court shall then determine whether the change results in a difference of 15% or more between the amount of child support ordered and the amount that would be required under the guidelines. If there is such a difference and the difference is not of a temporary nature, the court shall adjust the amount of child support ordered to that which is provided for in the guidelines.

9. School Fees and Extracurricular Expenses. School fees and extracurricular expenses shall be divided as follows:

- a.** While the parties share joint physical custody, then the parties shall be equally responsible for the mandatory child's school fees, not including private school tuition. Otherwise, the party with sole physical custody shall be solely responsible for school fees and expenses.
- b.** The parties shall be equally responsible for any extracurricular activities that are agreed upon in writing by both parties. If the parties do not agree on an extracurricular activity, one party may enroll a minor child in such an activity but will

do so at his or her sole expense. Neither party may obligate the child to an unapproved extracurricular activity which infringes on the parent time of the other parent.

10. Medical, Dental and Other Healthcare Expenses. In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor child shall be provided by both parties, if it's available at a reasonable cost.

a. If, at any time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Mother shall be considered the secondary coverage for the child.

b. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the 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.

c. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments incurred for the dependent child and actually paid by the parents.

d. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or

before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

e. Each 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 shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

f. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against 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, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or 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 the parent under

the order.

11. Childcare Expenses. Pursuant to Utah Code Ann. §81-6-209, both parties shall share equally all reasonable work, career, or occupational training-related childcare expenses.

a. The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification. The party incurring and/or paying for childcare expenses shall notify the other party of any change of a childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

b. The party not directly paying for the childcare shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

c. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.

d. Where feasible, the parties shall cooperate to give each other the first right of refusal to provide childcare prior to employing paid childcare.

e. Childcare provided by family members shall be deemed to be free.

12. Tax Exemptions. Tax exemptions for the minor child shall be awarded as follows:

- a.** For tax year 2025, the parties shall file joint tax returns and equally divide any refund or shortfall.
- b.** Starting with tax year 2026, Father shall claim the child for even numbered tax years, and Mother shall claim the child for odd numbered tax years.
- c.** If, on December 31 of any year, either party is behind on any child support payments ordered pursuant to this Stipulation, that party shall waive their right to claim any minor child for that year.
- d.** The parties shall follow all IRS guidelines as to filing status.

13. Vehicles. The parties' own certain vehicles, which shall be awarded as follows:

- a.** Mother is awarded the 2016 Ford Focus and the 2017 Ford Explorer. Mother shall be solely responsible for all payments, insurance, repairs, and upkeep of these vehicles. Mother shall make a good faith effort to remove Father's name from the 2017 Ford Explorer loan by refinancing or other method within 30 days. If Mother is unable to refinance or remove Father from the loan and/or title, she shall indemnify and hold the Father harmless from any damage to his credit or against any other claims against those vehicles.
- b.** Mother will take the possession of the 2017 Ford Explorer on April 12 at the child's exchange when Father brings the vehicle to her residence.
- c.** Beginning April 12, 2026, each party shall maintain and pay for their own automobile insurance policy.
- d.** On or before May 6, 2026, Father shall pay Mother \$1,494.39 to reimburse

Mother for the 2017 Ford Explorer payments that Mother made for the months of January, March, and April 2026, while Father was using the Ford Explorer.

14. Personal Property. During the course of the marriage relationship, the parties have acquired certain personal property. The parties have previously divided their personal property with the exception of the following items which are awarded to Mother:

- a. Vibrating toy ball for the minor child.
- b. Winnie Pooh book
- c. Baby formula containers
- d. Car jack
- e. Wooden blocks (given from Mother's grandmother to the minor child)
- f. 2 Beanies for the minor child
- g. Felt busy-book for the minor child

15. Debts. During the marriage, Mother and Father acquired certain debts. In order to equitably resolve these issues, each party will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Outstanding Medical	\$497.10	Split 50/50

- a. Father will pay his half of the outstanding medical debt directly to Intermountain Health within thirty (30) days of the signing of the entry of the Decree of Divorce.
- b. Each party shall be responsible for any debts in his/her own name.

- c. Any joint debts later discovered and not addressed herein shall be the responsibility of the party who incurred the debt.
- d. Each party shall hold the other harmless on debts in that parties' name, whether listed in this stipulation or not.

16. **Financial Accounts.** During the course of the marriage the parties acquired certain bank and savings accounts. Those accounts shall be divided as follows:

- a. Each party shall be awarded any accounts in their own name.
- b. Any other joint accounts shall be equally divided and closed.

17. **Retirement.** During the marriage, the parties accumulated some retirement accounts. Those accounts shall be divided as follows:

- a. Father shall be awarded all retirement accounts, annuities, and pension rights in his name.
- b. Mother shall be awarded all retirement accounts, annuities, and pension rights in her name.

18. **Alimony.** Both parties waive all claims for alimony both now and in the future.

19. **Maiden Name.** If she so chooses, Mother shall be entitled to legally change her name to her prior name of Traton Daisy Robinson.

20. **Dispute Resolution.** If a dispute arises between the parties, they shall return to mediation prior to filing an action in court. Enforcement actions may be filed directly with the court without mediation.

21. **Cooperation.** Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the

names and responsibilities for payment upon the charge accounts and other debts divided, to divide automobile insurance policies, and to cooperate in every other way necessary or proper to ensure that the Decree of Divorce is fully satisfied.

22. **Attorney Fees.** Both parties shall pay their own attorney's fees in this matter.

END OF DECREE

In accordance with the Utah State District Courts' E-Filing Standard No. 4, and URCP Rule 10(e), this Decree of Divorce 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 along with the Court's seal and the date the same was executed by the Court.

Approved as to Form:

/s/ Bradley Blanchard
Bradley Blanchard
Attorney for Respondent

NOTICE PURSUANT TO RULE 7(J) OF THE UTAH RULES OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL.

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Order prepared by Petitioner 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 certify that on May 21, 2026, I served a true and correct of the foregoing Decree of Divorce on the following people as indicated:

Bradley Blanchard
Attorney for Respondent
Via Email

/s/ Alicia Velarde Jones
Senior Paralegal