



MARTIN T. STOLZ (14343)
LEWIS HANSEN PLESHE LLC
230 South 500 East Street, Suite 380
Salt Lake City, UT 84102
Email: martin@lewishansen.com
Phone: 801-746-6300
Attorney for Petitioner

IN THE THIRD DISTRICT COURT IN AND FOR SALT LAKE COUNTY SALT LAKE DEPARTMENT, STATE OF UTAH	
In the matter of the marriage of: MARISOL A. GRASBY, Petitioner, and DAVID B. GRASBY, Respondent.	DECREE OF DIVORCE FROM STIPULATION TO ENTRY OF A DECREE OF DIVORCE (Signed September 4, 2025) Case No.: 254905443 DA Judge: TODD M. SHAUGHNESSY Commissioner: MICHELLE BLOMQUIST

THIS MATTER CAME BEFORE THE COURT on Findings of Fact and Conclusions of Law, previously entered, an Affidavit of Jurisdiction and Grounds, and Petitioner’s request to submit for decision regarding the above-referenced Decree of Divorce from a complete settlement agreement, the Stipulation to Entry of a Decree of Divorce (the “Stipulation”), signed by Petitioner, MARISOL A. GRASBY (hereinafter “Petitioner” or ”Mother”), on August 12, 2025 and signed by Respondent, DAVID B. GRASBY (“Respondent” or ”Father”) on September 4, 2025, following negotiations between the parties (Petitioner and Respondent are each a “Party,” and/or are together referred to as the “Parties”) and filed with this Court (Docket No. 1) on October 11, 2025. The Stipulation is a full and final settlement of all the issues arising from the

dissolution of their marriage, and it was filed in lieu of a Petition for Divorce. Any applicable waiting period is. deemed to have elapsed from the date of execution of the Stipulation, September 5, 2025.

Having entered Its Findings of Fact and Conclusions of Law, having reviewed the file in this matter and determined that It has jurisdiction to enter a final Decree of Divorce, and being fully advised, THEREFORE, HEREBY ADJUDGES, ORDERS AND DECREES as follows:

DECREE OF DIVORCE

ENTRY OF DIVORCE DECREE: Having previously FOUND that the parties are subject to this Court's personal and subject-matter jurisdiction and that venue is proper in Salt Lake County, this Court hereby ORDERS that both parties are hereby granted a Decree of Divorce from each other based upon irreconcilable differences, which is final upon entry.

OTHER ISSUES: UCCJEA

1. The Parties are the parents to two (2) minor children, to wit:

<u>Name</u>	<u>Month/Year of Birth</u>
D.M.G.	November 2009
S.A.G.	March 2017

2. No additional minor children are expected as issue of the Parties' marriage.

3. The minor children have resided exclusively in Salt Lake County for the six (6) months immediately prior to the commencement of this action, and Utah is the minor children's home state. (The word "child" herein may be used in this document in

its singular form when intended to mean either its singular or its plural form, as applicable.)

4. Neither Party has participated as a Party, witness, nor in any other capacity, in any other litigation concerning the custody of the minor children in this state, any other state, or country.

5. Neither Party is aware of any other custody proceeding concerning the minor children that is currently pending in a court of this state, any other state, or country.

6. Neither Party knows of a person not a party to this proceeding who has physical custody of the minor children or who claims to have custody or visitation rights with respect to the minor children.

CUSTODY, PARENT-TIME AND PARENTING PLAN

7. Legal Custody. The Parties shall be awarded joint legal custody of the minor children subject to the decision-making and other provisions of the stipulated proposed parenting plan included herein.

8. Physical Custody. The Parties shall be awarded joint physical custody of the minor child as the Parties may agree. If the Parties cannot agree, then Respondent's parent-time will be as set forth in Utah Code Ann. § 81-9-302, which is incorporated here by reference and attached hereto as an exhibit.

9. Birthdays/Holidays. Unless otherwise agreed upon, the Parties shall exercise parent-time on birthdays and holidays pursuant to Utah Code Ann. § 81-9-302(12), as set forth on the attached holiday exhibit.

- a. Each parent's birthday shall be celebrated with the child(ren) from 3 p.m. until 9 p.m. on the parent's birthday.
- b. Birthdays for children and parents shall be celebrated with both minor children.

10. Summer Parent-Time. In accordance with Utah Code Ann. § 81-9-302, each parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session, with one parent making a designation at any time and the other parent may make a designation after May 1. The Court shall designate that Petitioner, as the custodial parent, may make the earlier designation described in Utah Code for odd numbered years and Respondent may make the earlier designation in even numbered years. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins.

11. Parenting Plan. The Court ORDERS that that Parties be bound by the Petitioner's proposed parenting plan, submitted herewith in good faith:

- a. Parenting Styles. *The Parties may have different parenting styles but shall respect the other parent's parenting style.*
- b. Affection and Love. *The Parties shall not discourage the minor child from loving, respecting and having a relationship with the other parent.*
- c. Day-to-Day Decisions. *The parent with whom the minor child is residing at the time will have the authority to make the day-to-day decisions regarding the care, control and discipline of the minor child.*
- d. Adoption of Advisory Guidelines. *The Parties shall be bound by the Utah Advisory Guidelines as set forth in Utah Code Ann. § 81-9-202, unless a provision herein is more specific.*
- e. Travel with Parent. *In the event that either parent travels with the minor child outside the State of Utah, then advance written notification shall be provided to the other parent setting forth the information required in Utah Code Ann. §*

81-9-202(19). Consent shall not be unreasonably withheld; if necessary, a parent may obtain a court order to authorize travel outside of Utah.

- f. School. The minor children shall be enrolled in schools they have historically attended and not make enrollment changes without good cause. School enrollment shall not change without the consent of both parents in writing. Both Parties shall be identified on the minor children's school records as the minor children's parent and shall have access to the minor children's school records.
- g. Parent-Time Exchanges. Unless agreed upon otherwise in writing, the receiving parent will be responsible for picking up the minor child. Third Parties may assist the receiving parent, if the third-party is well known to the minor children. Exchanges shall occur at school, whenever practicable.
- h. Notice. The Court shall order that the Parties provide at least 24 hours' notice of any requested change to the parent-time arrangements.
- i. Relocation. The Parties shall be bound by the notice provisions of Utah Code Ann. § 81-9-209 in the event that either party relocates more than 50 miles from the other parent, except that notice shall be provided not less than 120 days before the intended relocation.
- j. Dispute Resolution. Future disputes may arise between the Parties regarding the important decisions and parenting of their minor children. The Parties shall be ordered to meet and confer about a potential dispute and attempt to reach a unanimous decision about the issue. If the Parties cannot reach a unanimous decision, then Petitioner shall have final say. If Respondent disagrees with the Petitioner's decision, then the Parties shall be required to participate in mediation, with each party equally sharing the cost of mediation, prior to either party submitting a motion or petition to the court for assistance or decision in resolving the dispute.

END OF THE PARENTING PLAN

CHILD SUPPORT

12. Mother and Father are each obligated under Utah law to provide financial support to their minor children.

13. Parents' Incomes. The Parties are each employed and earn income or are capable of earning income for calculating child support. The Parties have each furnished the other and the Court with their W-2s and their two most-recent paystubs, in accordance

with the Stipulation. Mother's monthly gross income for child support is \$4,767, and Father's monthly gross income for child support is \$3,616.

14. Child Support. Child support follows the statute, based upon the Parties' gross monthly incomes and the sole physical custody worksheet, which has been filed with the Court, as follows: Father's support obligation is \$627/month. Child support obligation will commence from October 2025, the month following the date of execution of this Stipulation.

15. Termination of Child Support. The child support obligation shall terminate when a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 80, Chapter 7, Emancipation.

16. Income Withholding. The child support obligee shall be entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to Sections 30-3-5.1 and 62A-11-101 et seq., Utah Code, as amended.

17. Notice. Notice that child support may be modified in the future and the text of Utah Code Ann. § 78B-12-210(8)-(9) shall be incorporated into the decree.

HEALTH INSURANCE

18. Policy. The Court shall order that the Parties maintain health care coverage for the medical expenses of the minor children as defined by Utah Code Ann. § 81-6-101. So long as either of the Parties has health and/or dental and/or vision insurance made

available through his or her place of employment or otherwise at a reasonable cost, the Party with the most affordable insurance will continue to maintain the same for the benefit of the minor children. The Parties shall confer each year before enrollment period closes for the upcoming insurance term about the premium costs and insurance options, before making a decision about which parent will provide the insurance for the upcoming insurance year.

19. Premiums. The Court shall order the Parties to equally share the costs of the insurance premiums actually paid for the minor children's portion of insurance, which portion of the premium is a per capita share of the premium actually paid. The premium expense for the minor children will be calculated by dividing the premium amount by the number of persons covered under the policy.

20. Out-of-Pocket Expenses. The Court shall order the Parties to equally share all out-of-pocket dental, health, medical, optical, mental health and/or orthodontic expenses not covered by insurance and incurred on the minor child's behalf, as set forth at Utah Code Ann. §§ 81-6-202(10) and 208.

21. Reimbursement of Out-of-Pocket Expenses.

- a. Alternative Billing. Either party may elect to have the medical or dental provider bill the other party directly for their one-half ($\frac{1}{2}$) share as set forth in Utah Code Ann. § 15-4-6.7.
- b. Reimbursement to Party. On a regular basis, but in no event less than every thirty (30) days, the Parties hereto will furnish to the other verification in the

form of cancelled checks, statements, receipts, or invoices for all unreimbursed dental, health and/or medical expenses on behalf of the minor child. Upon receipt of said verification, the other party will reimburse the requesting party within thirty (30) days for all properly documented unreimbursed dental, health and/or medical expenses. Failure to provide verification within thirty (30) days of incurring the expense will operate as a waiver of that Parties' right to recover said expense.

22. Verification of Coverage. The parent providing insurance for the minor child will provide verification of coverage to the other parent and/or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 602 et seq., upon initial enrollment of the minor child; and thereafter, on or before January 2nd of each calendar year. The parent providing insurance for the minor children shall each year also provide a duplicate insurance card to the other parent, so the other parent can present it to health care providers. In addition, the parent providing insurance for the minor child will also notify the other parent and/or the Office of Recovery Services of any change in insurance carrier, premium, and/or benefits within thirty (30) days of the date he/she first knew or shall have known of the change.

23. Primary/Secondary Coverage. If, at any point in 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 Petitioner will be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Respondent will be secondary

coverage for the dependent child. If a parent remarries and his or her dependent child is 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 will 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 child.

CHILD CARE EXPENSES

24. Work-Related Childcare. The Court shall order that the Parties equally pay all reasonably incurred work-related childcare expenses for the minor children pursuant to Utah Code Ann. § 81-6-209. On a regular basis, but in no event less than every 90 days, the Parties will furnish to the other verification in the form of cancelled checks, statements, receipts, or invoices for all unreimbursed childcare expenses. Upon receipt of said verification, the other party will reimburse the requesting party within thirty (30) days for all properly documented unreimbursed childcare expenses. Failure to provide verification within thirty (30) days of incurring the expense may operate as a waiver of that Parties' right to recover said expense. Neither party will be reimbursed for childcare provided by family members.

SCHOOL EXPENSES

25. School Expenses. The Court shall order that the Parties equally pay all reasonable and necessary school registration and school fees for the minor child, including preschool and/or private school tuition.

26. Reimbursement of Out-of-Pocket Costs.

- a. Alternative Billing. Either party may elect to have the school bill the other party directly for their one-half (½) share as set forth in Utah Code Ann. § 15-4-6.7.
- b. Reimbursement to Party. On a regular basis, but in no event less than every thirty (30) days, the Parties hereto will furnish to the other verification in the form of cancelled checks, statements, receipts, or invoices for all unreimbursed school expenses on behalf of the minor child. Upon receipt of said verification, the other party will reimburse the requesting party within thirty (30) days for all properly documented unreimbursed school expenses. Failure to provide verification within thirty (30) days of incurring the expense will operate as a waiver of that party's right to recover said expense.

EXTRACURRICULAR ACTIVITIES

27. Extracurriculars. The Court shall order the Parties to equally pay the costs of all extracurricular activities for the minor children, to which they mutually agreed upon in writing. The Parties shall be ordered to pay the providers directly, if possible; but if not, the party incurring the out-of-pocket expense for extracurricular activities will submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a minor child's extracurricular activity

without receiving prior consent from the other party will be solely responsible for that expense.

TAXES

28. Taxes. The Court shall order that beginning on January 1, 2026 for the 2025 tax year, the Parties shall be ordered to file separate tax returns.

29. Child Tax Deduction. The Court shall order that Petitioner claim S.A.G. in all years as a dependent, and Respondent claim D.M.G. in all years. To be eligible to claim a minor child as a tax dependent, the “obligor” parent (the parent who is ordered to pay child support) shall be current on all child support, medical reimbursements, and childcare expense obligations owed to the “obligee” parent (the parent who is ordered to receive child support) not later than December 31 of each calendar year.

REAL PROPERTY

30. Real Property. The Parties own no real property that require Court division.

PERSONAL PROPERTY

31. Vehicles. The Parties’ vehicles shall be awarded as follows:

<u>Description</u>	<u>Awarded to:</u>
2024 Hyundai Tuscan	Respondent

32. Personal Property (Excluding Vehicles). The Parties will each be awarded the personal property within their possession as of the entry of the Decree of Divorce.

33. Encumbered Personal Property. If any personal property is encumbered by debt, then that debt will be assigned to the party awarded the personal property; and that party will indemnify and hold the other party completely harmless therefrom.

FINANCIAL ACCOUNTS

34. Bank Accounts.

- a. Joint Account. The Parties have no joint bank account(s) as of the date of their Stipulation or entry of the Decree of Divorce that require division by the Court.
- b. Separate Account. The Parties will each be awarded the bank account(s) in their own name. Each has a separate account in their own names at America First Credit Union (AFCU) of Utah, and Petitioner has a separate account at ESL Credit Union of New York.

35. Life Insurance Policies. The Parties will each be awarded the life insurance policy in their own name, if any.

36. Retirement Accounts. The Parties will each be awarded the retirement account(s) in their own name, if any, free and clear of any claim by the other Party.

DEBTS

37. Debts.

- a. Marital. The Parties have no known marital or joint debt.

b. Unknown Debts. Petitioner is not aware of other debts (“Unknown Debts”).

Any Unknown Debts or later-discovered debts shall be assigned to the Party primarily responsible for incurring the debt.

c. Separate Debts. Unless otherwise specified herein, the Parties shall be ordered to assume and be responsible for the debt in their own name. This includes the following known debts of the Respondent, which shall be assigned him alone, as follows:

Description	Amount Owed	Assigned to
2024 Hyundai Tuscan	Unknown	Respondent
Credit card debt(s)	Unknown	Respondent
Medical debt(s)	Intermountain Medical Center, Murray	Petitioner

d. Indemnification. The Court shall order a Party assigned to a debt to indemnify and hold the other Party completely harmless as to the assigned debt(s).

ALIMONY

38. Alimony. The Court shall find that Parties have sufficient resources and income to support themselves and their minor children without a spousal support (alimony) contribution from the other, and therefore, neither party shall be awarded alimony.

MUTUAL RESTRAINTS

39. The Parties shall be mutually restrained from attempting, committing and/or threatening any abusive behavior and/or actions against the other at their residence, workplace or other location, including but not limited to physical threats of violence, directed toward either party or either party's respective families or friends.

40. The Parties shall be mutually restrained from saying or doing anything that would tend to diminish the love and affection of the child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the child about the issues in this matter, or from attempting to influence the child's preference regarding custody or visitation. As used in this paragraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.

41. The Parties shall be mutually restrained from alienating the minor children from the other parent.

42. The Parties shall be mutually restrained from using the minor children as couriers of information between them.

43. The Parties shall be mutually restrained from entering the home, workplace, vehicles, or premises of the other party without first obtaining the consent of the other party.

44. The Parties shall be mutually restrained from allowing third-Parties to do in front of the minor child what they themselves are prohibited from doing herein, and

will have the affirmative duty to use his/her best effort to prevent third-Parties from such violations, or they will remove the minor child from such circumstances.

45. The Parties shall be mutually restrained from defaming or disparaging the other Party to the minor children or to any third parties.

NAME CHANGE

46. Maiden Name. The Court shall allow Mother to be restored her maiden name, "Flores," if she so chooses.

ATTORNEY'S FEES AND COSTS

47. Attorney's Fees and Costs. The Court shall order the Parties to each pay that Party's own attorney's fees and costs associated with obtaining a Decree of Divorce.

MISCELLANEOUS PROVISIONS

48. Required Divorce Education and Orientation Courses. With this Stipulation, Respondent received notice of the education requirements for divorcing parents with children pursuant to Utah Code §§ 81-9-103 and 30-3-11.4 and Utah Code of Judicial Administration Rule 4-907. The Court shall order that each Party complete and submit proof of completion of the divorce education and divorce orientation courses within 14 days of the execution of their Stipulation, or the Court shall waive the divorce education requirement for the non-complying Party.

49. Notice of Disclosure Requirements. With this Stipulation, Respondent received notice of the disclosure requirements pursuant to Rules 26 and 26.1 of the Utah Rule of Civil Procedure.

50. Waiver of Discovery and Trial. The Parties have conducted discovery and/or have made disclosures under court rules, and/or have waived discovery and do not desire to seek discovery. Each Party acknowledges to the other Party that they each have the right to trial and to present evidence to the judge to decide the matters resolved with this Stipulation, and each agree that based upon this Stipulation, they do not need the Court to decide any issue at trial.

51. Waiver of Waiting Period. By signing this document, the Parties consent and request that the Court waive any applicable waiting period, and the Parties specifically waive any further notice of any proceedings involving an entry of a Decree based upon this Agreement. The Parties further request that the Decree become final and absolute upon signing by the Court.

52. Execution of Documents. The Court shall order the Parties to sign and fully execute whatever documents are necessary to implement the provisions contained herein. Upon request, each Party shall sign any and all documents that are required to implement the provisions herein, including but not limited to legal documents necessary to effectuate this Stipulation. Pursuant to Rule 70 of the Utah Rules of Civil Procedure, a complying Party may ask the Court to enter an order signing a document on behalf of a non-complying Party or appointing a person to sign in lieu of the non-complying Party, if a document has not been signed within 60 days of a request.

53. Certified Copy. The Court shall order each Party to provide a certified copy of the final Decree of Divorce, and any modifications thereto, to all creditors as set forth in Utah Code Ann. § 15-4-6.5 and to effectuate compliance with these statutes.

54. Mediation. Prior to or concurrent with a petition to modify being filed, the Parties shall meet and confer to present the concern(s) or legal custody issue(s) to other Party and attempt to resolve the concern(s) or issue(s); if the concern(s) or issue(s) cannot be resolved between the Parties, they shall participate in mediation scheduled within 14 days, and both Parties will share the mediation cost equally. For exigent circumstances or enforcement matters, mediation may be utilized, if the Parties agree, but shall not be required.

55. Miscellaneous. The Court finds that the Parties have acknowledged that each read and understood the agreement, has agreed to be bound thereby, and the Court adopts the Parties' Stipulation as its order and finds it to be fair settlement, and that the Parties engaged in satisfactory disclosures, and its effective date was September 5, 2025, the date that the Father signed it.

56. Orders of the Court. The Court shall enter such other equitable and further orders as it deems necessary, equitable and just regarding any matter arising from the marriage, consistent with the objectives set forth in their Stipulation and these Findings.

IT IS SO ORDERED. (This is the end of the order. Per URCP Rule 10(e), this is a valid court order when the Court's electronic signature, seal and date appear in top right-hand corner on the first page.)

APPROVED AS TO FORM:

/s/ David Grasby *

RESPONDENT (*E-signed by Attorney Martin Stolz with written permission granted via email on November 2, 2026.)

RULE 7(j) NOTICE

To Respondent, David Grasby:

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing to the District Court for signature upon the expiration of seven (7) days from the date this notice is served via email or mail, unless written objection is filed prior to that time, or within seven (7) days after an objection as to the form of the order has been filed.

DATED October 27, 2025

/s/ Martin Stolz

Attorney for Petitioner

CERTIFICATE OF SERVICE

On this October 27, 2025, the undersigned hereby certifies that he caused a true and correct copy of the foregoing to be served upon the following parties via the email address listed below:

David Grasby, Respondent, pro se
53 Last Creek Lane, #323
Murray, Utah 84107
Email: grasbydavid76@gmail.com

EMAIL

/s/ Martin Stolz