



JACLYN J. ROBERTSON (11951)  
JR LAW GROUP, PLLC  
244 WEST 4860 SOUTH  
SALT LAKE CITY, UT 84107  
PHONE: (801) 297-8545  
EMAIL: [jrobertson@jrlawgroup.com](mailto:jrobertson@jrlawgroup.com)

*Attorney – Mediator  
Filing on behalf of both parties as a Third-Party Neutral,  
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

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

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In the Matter of the Marriage of

TYLER RICK POOLE,  
*Petitioner,*

and

TALIA JOHN POOLE,  
*Respondent.*

**This is a private document – Tier 4**

**DECREE OF DIVORCE**

Case No: 264902810

Judge: Richard Daynes

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The parties, Tyler Rick Poole (“Tyler”) and Talia John Poole (“Talia”) entered into a stipulation which was filed with the Court. The Court, having received, reviewed, and accepted the parties’ Stipulation, having reviewed the files herein and being otherwise duly advised and for good cause, having previously signed and entered its *Findings of Fact and Conclusions of Law*, it is now:

**ORDERED, ADJUDGED, AND DECREED**

1. The parties’ marital relationship is hereby dissolved, absolute and final by the entry of this *Decree*.

2. Tyler and Talia are bona fide residents of Salt Lake County, State of Utah, and have been for three (3) months immediately prior to the filing of this action.
3. Tyler and Talia were married on December 29, 2007, in Idaho Falls, ID and are presently married.
4. During the course of the marriage, the parties experienced irreconcilable differences that prevented the parties from pursuing a viable marriage relationship.
5. The parties should be awarded a *Decree of Divorce* based upon irreconcilable differences, consistent with the terms and provisions contained herein.

#### **JURISDICTION OVER MINOR CHILDREN**

6. The parties have three minor children born of the marriage, to wit: JTP (dob November 14, 2009); IJP (dob September 11, 2012) and BTP (dob January 10, 2015). No other children are expected.
7. The State of Utah has jurisdiction over the custody, visitation, and child support issues in this action, for the following reasons:
  - a. Utah is the home state of the minor children. The minor children have resided in Salt Lake County, State of Utah for more than six (6) months prior to the filing of this action.
  - b. Neither party has information of any custody or parentage proceeding concerning the minor children in any other district court or juvenile court in this State or any other state.

c. There are no pending criminal, delinquency, or other protective order cases in any court in this State or any other state or country in which a party or any of the parties' children are involved.

**CHILD CUSTODY & PARENT-TIME**

8. The parties have shared in the custodial duties and responsibilities associated with the minor children. The parties should be awarded joint legal and physical custody of the minor children.

9. The parties should be awarded parent-time as the parties may agree. The parties shall take into consideration the wishes and desires of the children. If no agreement can be reached, then parent time should be exercised under Utah Code §81-9-305 on an equal as follows:

|        | Mon   | Tues  | Wed   | Thurs | Fri   | Sat   | Sun   |
|--------|-------|-------|-------|-------|-------|-------|-------|
| Week 1 | Talia | Talia | Tyler | Tyler | Talia | Talia | Talia |
| Week 2 | Talia | Talia | Tyler | Tyler | Tyler | Tyler | Tyler |

10. Extended Parent time. Tyler and Talia shall be entitled to exercise up to two weeks (2 weeks) each year for extended parent time.

11. The holidays shall be allocated as the parties agree to equally divide holiday parent time. The priority of parent time, and in accordance with state statute, holiday's trump parent time and extended parent time trumps regular parent time.

12. If either party relocates as defined by Utah Code Ann. §81-9-209, then the parties are subject to the notification requirements of that statute.

13. Having considered the best interests of the minor children, this custody and parent-time arrangement is in the best interests of the minor children.

## **PARENTING PLAN**

**14.** The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training should be mutually agreed to by both parties. Both parents shall communicate with each other and discuss the well-being of the minor children in regard to all major decision(s) that need to be made on behalf of the minor children. In the event the parties do not mutually agree as to legal decisions regarding the minor children as to medical, educational, and/or religious decisions, the parties shall seek the advice and/or recommendation(s) from an expert in his/her specialty and/or his/her expert opinion. If after seeking the advice/opinion from an expert/specialist the parties cannot reach a stipulated decision as to major medical, educational and/or religious decisions, the parties shall return to mediation with each party paying one-half the cost of the mediation fees, before seeking court intervention. Both parties should have the authority to make routine decisions regarding the children's day-to-day activities when the children are in her or his care. Either of the parties may seek emergency relief from the court in the future should an emergency arise, which would make formal negotiation not practical. Unless otherwise mutually agreed upon, the parties stipulate and agree that the minor children shall not receive any immunizations. Unless otherwise mutually agreed-upon, the minor children shall continue to attend their current schools that they are enrolled in at this time.

**15.** The parties should be cordial and polite during parent-time exchanges. The parties should share transportation for parent-time purposes, with drop-off and pickups at school. If school is not in session, the receiving parent shall be responsible for picking up the children to begin their parent time. Unless otherwise agreed upon by the parties and if school is not in session, parent

time exchanges shall take place at 9:00 a.m. To the extent the minor child(ren) have access to a vehicle, and he agrees to do so, then he may provide transportation for parent-time.

**16.** The parties shall also prepare the children, both mentally and physically, for each parent-time exchange by having the children packed and ready to leave on time, and by encouraging the children to spend time with the other party.

**17.** Both parents shall ensure that all school assignments, homework, reading, and/or any and all time-sensitive school assignments for the children are done and completed during their parent time.

**18.** Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

**19.** Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

**20.** Both parents should immediately notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and the noncustodial parent should be entitled to attend and participate fully.

**21.** Both parents should have access directly to all the children's school reports, church records, medical and dental records and should be notified immediately by the other parent in the event of a medical emergency. Both parties should include the other as the children's parent when

enrolling the children in a service, activity, or completing forms relating to the above subject matter.

22. Each parent should 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.

23. Each parent should permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact should be at reasonable hours and for a reasonable duration. The minor children should be able to contact the parents at any time.

24. Emergency and sick care should be attended to by the parent who is exercising the parent time. The parent should notify the other parent as soon as possible.

25. Both parties should be listed on school records. Both parties should be listed for any emails given by teachers or respective school administrators.

26. The children should be able to attend any religious services with the respective parent on their parent time.

27. Both parents should provide notification of extended parent-time or vacation days with the minor children within one month of requested days with extended parent time not to exceed more than a 14-day period. If both parents select the same day(s), Tyler having first choice of extended time in odd numbered years, and Talia having first choice of extended time in even numbered years.

28. When the minor children travel more than 350 miles with either parent overnight, all of the following should be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination, including lodging plans; and
- c. Place(s) where the minor children or traveling parent can be reached;

29. The parties should not make disparaging remarks to one another or to their minor children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties should be mutually restrained from harassing or threatening the other party.

30. Each parent should have 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 the transportation. Sleepovers for the children when the parent is available and in town should not trigger the first right of refusal.

31. The parties will discuss all parenting concerns at any time needed and will not use a third-party and/or their children to deliver messages.

#### **CHILD SUPPORT**

32. Child support should be calculated according to Utah Code Ann. §81-6-101 *et seq.* Based upon a joint custody worksheet with Tyler having a gross monthly income of \$14,667.00 plus an imputed monthly bonus of \$4,167.00 for total imputed gross income of \$18,834.00 and Talia's imputed full time gross income of \$5,833.00, Tyler shall pay Talia monthly child support in the amount of \$1,006.00.

- a. Child support should begin July 1, 2026 and should be paid one-half (1/2) on the fifth (5<sup>th</sup>) day of each month and one-half (1/2) on the 20<sup>th</sup> day of each month.
- b. Child support should continue until the minor child reaches eighteen (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) child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated.
- c. Once there are two minor children, child support shall be \$889.00/mo.
- d. Once there is one minor child, child support shall be \$570.00.

**33.** Currently all medical costs and expenses are being paid through ICHRA (Individual Coverage Health Reimbursement Arrangement). The parties stipulate and agree that all medical costs associated with the children be paid through the ICHRA. In the event that all funds are depleted from said account, the parties shall equally share all medical, dental, vision expenses associated for said expenses for the minor children. If medical insurance becomes available through place of employment of either parent, the parties shall work together to ensure the best coverage is available for the minor children with each sharing the premiums, deductibles and all out-of-pocket expenses.

**34.** The parties should share the child tax credit, or dependency exemption, (as the term is used and changes from time to time per the Internal Revenue Code "IRC") for the minor children as follows:

- a. Tyler shall be entitled to claim IJP every year as a child tax credit and/or dependency exemption.

b. Talia shall be entitled to claim JTP and BTP every year as a child tax credit and/or dependency exemption.

35. Each party should be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties should pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs should 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 should 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 children's extra-curricular activity without receiving prior consent from the other parent should be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity should not infringe on the other parent's parent-time and the enrolling parent should pay the full cost.

36. Each party should be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, etc.). The parties should pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense should 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 should be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

#### **PERSONAL PROPERTY**

37. During the course of the marriage relationship, the parties have acquired certain items of personal property. The parties shall equitably divide all personal property. In the event the

parties cannot agree to the distribution of personal property, all personal property in dispute shall be mediated. Neither party shall remove any personal property without consent of the other party. Other personal property shall be awarded as follows:

| <u>Item</u>                   | <u>Awarded to</u>                                                                                                                                                              |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2024 Toyota Grand Highlander  | Talia, free and clear of any claim by Tyler; Talia shall refinance the vehicle within 6 months of entry of decree of divorce, removing Tyler from any obligation due and owing |
| 2023 Toyota Tundra            | Tyler, free and clear of any claim by Talia                                                                                                                                    |
| 2014 Acura RDX                | Tyler – for benefit and use of the children                                                                                                                                    |
| 16' enclosed trailer          | Tyler                                                                                                                                                                          |
| 2 4-wheelers and 2 dirt bikes | Tyler                                                                                                                                                                          |

38. A party that is awarded an item of personal property is awarded the same free and clear of any right or claim to that item of personal property from the other party.

### **REAL PROPERTY**

39. During the course of the marriage, parties acquired real property including but not limited to a marital home located at 422 East Thornberry Drive, Draper, UT 84020.

40. Talia alone should be awarded the marital home and all the equity therein. Commencing July 1, 2026, Talia shall be responsible for the monthly mortgage payments, insurance, taxes and utilities, along with all upkeep associated for said property.

41. Talia shall assume and/or refinance the mortgage within seven (7) months of entry of decree of divorce, removing Tyler from the obligation associated with the home. The parties should sign any quit claim or warranty deeds or any other documents necessary to transfer title or ownership of the property once the mortgage has been assumed and/or refinanced.

42. In the event that Talia becomes more than 30 days delinquent with the monthly mortgage obligation or is unable to assume and/or refinance the marital home, the home shall be immediately listed for sale and sold in an efficient manner with Talia receiving all the net equity from the sale of the home.

43. Both parties should be restrained from entering the other parties' residence without written consent of the other party.

**BANK, INVESTMENT, AND RETIREMENT ACCOUNTS**

44. The parties have acquired certain financial accounts during the course of the parties' marriage.

45. These accounts should be divided as follows:

| <b><u>Account/Asset</u></b>                                                                                           | <b><u>Awarded to</u></b>                                                                    |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| Joint bank account with AFCU                                                                                          | Equally divide July 1, 2026 with Talia cooperating to remove herself as an authorized user. |
| All bank/investment accounts in Tyler's name. (IRA with Fidelity, 401(k) with Ascensus, and bank account(s) with AFCU | Tyler                                                                                       |

|                                               |       |
|-----------------------------------------------|-------|
| All bank accounts in Talia's name (with AFCU) | Talia |
|-----------------------------------------------|-------|

46. A party not awarded an asset (or account) waives any claim or right as to that asset (or account) and the party awarded the asset (or account) is awarded that asset free and clear of any claim or right as to that asset. If the account or asset is jointly titled or such that both parties are on said account or asset, then the party not awarded that asset or account will not use that account or asset and will cooperate to immediately remove their name and access from the account and/or asset.

#### **DEBTS AND OBLIGATIONS**

47. The parties have accumulated certain debts and liabilities during the course of their marriage. These debts and obligations will be divided as follows:

| <b><u>Debt/Liability</u></b> | <b><u>Responsibility of</u></b>                                                                                 |
|------------------------------|-----------------------------------------------------------------------------------------------------------------|
| All debts in Tyler's name.   | Tyler                                                                                                           |
| All debts in Talia's name.   | Talia                                                                                                           |
| Macy's credit card           | Paid in full today out of joint account                                                                         |
| AFCU joint credit card       | Paid in full today out of joint account with the parties working together to remove Talia as an authorized user |

48. Unless otherwise contemplated herein, each party is obligated to assume any and all obligations and debts incurred in their own names. The parties are aware of no joint debts not otherwise addressed herein, and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

49. Each party is responsible to pay the mortgage, dues, insurance, taxes and/or any other expenses associated with the property awarded to them as detailed herein. If there are any debts or obligations associated with any awards, the party awarded the asset must assume all liability and financial responsibility associated therewith.

50. The above division for debts and liabilities is taken into consideration with the property and global settlement contained herein; these are material terms.

51. Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5 and 30-3-5(1)(c)(1953 as amended), the parties shall provide a copy of their final *Decree of Divorce* to all joint creditors for any outstanding obligations that are included in their *Decree of Divorce*.

#### **ALIMONY**

52. Talia has a need for support, Tyler has the ability to provide support, and the factors enumerated in Utah Code §81-4-501, *et seq* otherwise support an award of alimony. For this purpose, and commencing July 1, 2026, Tyler shall pay Talia monthly alimony in the amount of \$2,200.00/mo. for a period of nine (9) years (through June 30, 2035). Alimony shall terminate upon the cohabitation and/or marriage of Talia or upon the death of either party.

#### **RESTRAINING ORDERS**

53. Each party should be restrained from obtaining any new debt or credit in the name of the other party and from incurring any new debt on any joint account.

54. Both parties should be restrained from using the other parties' likeness or image on social media, online or take out credit in the other parties' name.

55. The parties are restrained from dissipating, transferring or in any way disposing of marital assets or accounts in contravention of this agreement.

#### **GENERAL MEDIATION CLAUSE**

56. Excepting immediate and irreparable harm, no dispute arising from or related to the *Decree of Divorce* should be presented to the Court without a good faith attempt by both parties to resolve the issue through mediation or another mutually agreeable method of dispute resolution. An emergency issue involving the minor child is not subject to this provision, with the parties able to proceed as contemplated elsewhere herein.

#### **FULL DISCLOSURE**

57. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. If further assets are later discovered by either party that existed prior to today's date, shall be forfeited by the non-disclosing party. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

#### **MISCELLANEOUS**

58. Talia should be restored to her maiden name of Cotant if she so desires.

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**\*\*\*Court Signature Will Appear at Top of First Page\*\*\***

APPROVED AS TO FORM:

*E-signed by Jaclyn J. Robertson with permission of  
Tyler Rick Poole*

*/s/ Tyler Rick Poole*

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TYLER RICK POOLE, Petitioner

*E-signed by Jaclyn J. Robertson with permission of  
Talia John Poole*

*/s/ Talia John Poole*

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TALIA JOHN POOLE, Respondent