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

In the matter of the marriage of:

SAMANTHA S. MOWER,

Petitioner,
and

CLINT DOUGLAS MOWER,

Respondent.

DECREE OF DIVORCE

Civil No. 234906948
Judge ROBERT FAUST
Commissioner KIM M. LUHN

This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was signed on April 29, 2025, and was previously filed. After the Stipulation was signed, a Pretrial Conference was held in this matter on May 11, 2026, in which the parties made additional Stipulations on record which are incorporated herein. The Court having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved, and the Petitioner is hereby awarded a

Decree of Divorce from Respondent on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

2. Residency. The Petitioner is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of this action.

3. Marriage Statistics. The parties were married on December 16, 2017 in Salt Lake, Utah, United States and are presently married.

4. Child. The parties are the legal parents of the following child under Utah's Uniform Parentage Act, Utah Code 78B-15-101 et seq. This court has jurisdiction to determine the issues related to the child in this divorce action because the parties became the legal parents of the child prior to or during the time the parties were married. Pursuant to Rule 4-202.09 of the Utah Code of Judicial Administration the names and birth dates of the child are being submitted to the court on the NON-PUBLIC INFORMATION - MINORS form. The initials, birth month and birth year of the child is:

<i>Child's Initials</i>	<i>Birth Month and Year</i>
M.M.	June 2020

5. Uniform Child Custody Jurisdiction and Enforcement Act. Pursuant to Utah Code 78B-13-101 et seq., Utah has jurisdiction over the custody and parent-time issues in this case, pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) because Utah is the home state of the parties' minor child or Utah was the home state of the minor child

six (6) months prior to the commencement of the proceeding, and/or this case meets the criteria under Utah Code 78B-13-201(1), 207, and 208.

6. Child – Rule 100. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. §78B-13-101 et seq. and The Uniform Interstate Family Support Act, Utah Code Ann. §78B-14-101 et seq., the Petitioner states upon information and belief that:

- a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties’ minor child which have been filed, or are pending, or have been completed with an order.
- b. The parties are unaware of any criminal, delinquency, or protective order cases involving a party or the parties’ child.
- c. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties’ minor child and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the child.

PARENTING PLAN

Joint Physical Custody / Parent-time

7. Custody. The Parties are awarded joint physical and legal custody of their minor child, as set forth herein.

8. Parent-time. Parent-time with the child shall be at reasonable times and places as the parties may agree. From now until November 1, 2025, parent time shall be pursuant to the parties temporary order under Utah Code §81-9-303 beginning November 1, 2025, if the parties cannot agree, the parties’ reasonable rights of parent time shall be defined as follows:

	<i>Mon</i>	<i>Tues</i>	<i>Wed</i>	<i>Thurs</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
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<i>Week 1</i>	Mother	Mother	Father	Father	Mother	Mother	Mother
<i>Week 2</i>	Mother	Mother	Father	Father	Father	Father	Father

a. The parties shall exercise 50/50– 2-2-5 schedule pursuant to Utah Code §81-9-305 such that the Mother exercises parent-time every Monday overnight and Tuesday overnight with drop off to school/daycare on Wednesday morning or 9 a.m. when school is not in session. Father shall exercise parent-time every Wednesday overnight and Thursday overnight with drop off to school/daycare on Friday morning or 9 a.m. when school is not in session. The weekends shall alternate between the parties with each party receiving every other Friday until Monday morning with drop off to school/daycare or 9 a.m. when school is not in session.

9. Extended Parent-time. Beginning the summer of 2026, each party will receive two (2) uninterrupted weeks of parent-time.

10. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks with the child by May 1 each year with the Mother having first choice of extended time in even numbered years and the Father having first choice of extended time in odd numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

11. Holidays. The parties shall exercise holiday parent time as they can agree, but in the event they cannot agree, they shall follow Utah Code §81-9-303 with Mother acting as the “Custodial Parent” and Father acting as the “Noncustodial Parent” for interpreting the statute, as follows:

<i>Holiday</i>	<i>Holiday Time Period</i>	<i>Odd Years</i>	<i>Even Years</i>
	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the	Father	Mother

Dr. Martin Luther King Jr. Day	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 of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.		
President's 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 President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Mother	Father
Spring Break	1 Holiday begins at 6 p.m. on the day that school dismisses for spring break. 2 Holiday ends: 1. upon delivering the child to school on the day following the end of spring break; or 2. at 8 a.m. on the day following the end of spring break if there is no school.	Father	Mother

Joint Legal Custody

12. Joint Legal Custody. The parties shall share joint legal custody of the child.

a. With respect to minor day-to-day decisions, the parent in charge of the child during his or her designated parent-time shall have the right to make all such day-to-day decisions regarding the care of the child without consulting with the other parent. As pertaining to the day-to-day

decisions, the parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the child, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve.

b. With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties shall confer and work together in good faith to reach joint decisions regarding these matters. Should a dispute arise relating to these matters (i.e. the health, education, or religion of the child, the parties shall adhere to the following dispute resolution procedure:

- i. Notice: The parties shall notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.
- ii. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.
- iii. Discussion: The parties shall then discuss the matter in good faith and take into account one another's full point of view regarding the matter.
- iv. Consultation: If a decision cannot be reached after consulting in good faith, the parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.
- v. Special Master: If the parties still cannot agree the parties special master as described below shall make the decision. If the parties still do

not believe the decision is in the best interest of the minor child they may ask for mediation.

vi. Mediation: If a decision still cannot be reached, the parties shall promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50.

vii. Court Review: If the parties still cannot agree either party may bring the issue before the court.

viii. No Undue Delay: Neither party shall cause any undue delay in utilizing this decision-making process and shall pursue the speedy resolution of all disputes.

c. Right to Other Relief: In addition, this process shall not be interpreted to deny either party the right to seek urgent or emergency relief from the Court.

13. Special Master. The parties shall use a special master for this person to vet disagreements and decide what should be done. The parties will not ask M.M. about the decisions or involve the minor child's providers in conflict. Father shall pick three names for a special master within 30 days and present them to Mother within 30 days Mother shall pick one of the three to appointed as the special master in this case. The parties will sign and provide whatever necessary to appoint the special master chosen. The parties shall split the cost of the special master unless the special master decides that cost should be allocated differently.

14. Medical Decisions. Mother shall pick three pediatricians that are mid-way between the parties' residences and provide the names to father within 30 days. Father shall then choose the

one provider from the list within 30 days. Both parties shall alternate who takes the child to her appointments and shall schedule them on their own respective parent time.

15. School Decisions. The child shall attend a school that is mid-way between the parties' residences. The parties shall work together to determine the school if they cannot agree they shall follow the steps above. For school activities, field trips volunteering, class parties etc. the party who is exercising parent time during the event shall be the parent that is entitled to attend the event. If it is a performance then both parties can attend and the party without parent time shall get the first 5 minutes after the performance to greet the child and then the party with parent time shall take the child home from the event.

16. Therapy.

a. The child shall attend therapy until released by the therapist or mutually agreed upon by the parties. Mother shall choose three therapists that are mid-way between the parties' residences and submit the names to Father within 30 days. Mother shall ensure that these therapists are covered by insurance, if they have a plan that covers therapy. Father shall choose the one therapist within 30 days. Each party shall ensure the child gets to therapy on their respective parent-times and shall alternate the appointments to be on each party's parent time. The parties shall participate in therapy as recommended by the therapist. Each party shall pay one-half of the therapy bill directly to the therapist. If payment to the provider is not possible, the party incurring the out-of-pocket costs shall 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. The parties will follow the recommendations of the child's therapist.

b. Therapy for the parties. Both parents shall attend 12 months of DBT therapy to help them gain better awareness and management of their feelings, so they don't undermine their parenting and coparenting efforts. Each party shall be responsible for the cost of their own individual therapy.

17. Day to Day Decisions. The party with the parent-time shall make the day to day decisions for the child.

Communication

18. Our Family Wizard. The parties will utilize Our Family Wizard to communicate and calendar. The parties will each pay their respective costs for Our Family Wizard. The parties will not use their child to deliver messages. The parties will use text contact only for emergencies and changes on the day of the exchange. The parties will exchange receipts, calendar, and communicate through Family Wizard. Each week the parties shall send to the other parent who has not had parent time a bullet point message through our family wizard with information regarding the minor child and the only regarding the minor child.

19. Co-Parenting Classes. The parties shall attend a coparent class to gain knowledge and skills to better address coparent concerns away from the minor child taught by Bill Eddy.

20. Telephone and Virtual Contact with Child. Each parent shall be entitled to virtual parent time on every other day during the other party's parent time at a reasonable time and for 5-20 minutes. This will be unsupervised and last for 10-15 minutes as the child desires. The child shall be able to contact either parent at any reasonable time.

Miscellaneous Parenting Provisions

21. Relocation. If either party moves more than 40 miles, the parties will be bound by the 60-day notice requirements of Utah Code §81-9-209.

22. Travel. When the child travels with either parent overnight, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the child or traveling parent can be reached; and,
- d. The name and telephone number of an available third person who would be knowledgeable of the child's location.

23. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in.

24. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

25. Mutual Restraining.

- a. Both of the parties are permanently enjoined from saying or doing anything in the presence of the minor child of the parties (or in such a manner that the child may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format) to convey any negative information, beliefs, feelings, etc.

regarding the other parent, or doing or saying anything that would, in any way, harm the relationship between the child and the other parent; both parents are ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and the child.

b. The parties are further enjoined from discussing custody or this divorce action with the child in any way or in such a manner that the child may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.

c. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

d. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove the child from any situation in which the other parent is being disparaged in any way.

26. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

27. Activity Costs. Each party shall 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 child may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity

out-of-pocket costs shall 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 child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

28. School Fees. Each party shall 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.) incurred during the time leading up to and including high school. This does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

29. Curbside Transportation for the Child. The parties will utilize school-to-school or childcare exchanges when possible. If school to school exchanges are not possible, the receiving parent will provide the transportation unless otherwise mutually agreed upon. If the exchange happens at the residence, the parties shall have a curbside exchange. The receiving parent shall pull up in front of the residence and honk the horn or text to announce the arrival. The receiving parent may wait inside the vehicle for the child to come out but shall remain in a position where

he or she can make physical contact with the vehicle at any time. The non-receiving parent shall remain in a position where he or she can touch the front door at all times during the exchange. There shall be no communication during parent time exchanges.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

30. Child Support. Child support shall remain as is in the temporary order until November 1, 2025. Beginning November 1, 2025 Child Support shall be calculated as according to Utah Code Ann. §81-6-107 et seq. The Mother's gross monthly is \$3,206.00 per month. The Father's gross monthly income is \$20,490.00 per month. The Mother has 183 overnights and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Father's child support obligation is \$721.00 per month. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

31. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child in accordance with U.C.A. §81-6-208. Father is currently providing said insurance.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of 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. This amount shall be automatically deducted from or added to the child support paid or owed.

b. 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.

c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party is responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

d. If, at any point in time, the 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 primary coverage for the dependent child and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

f. A parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

32. Childcare Expenses. The parties shall adopt Utah Code Annotated §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor child.

33. Dependency Exemption. The parties will share the dependency exemption for the minor child as follows:

a. The parties will alternate the dependency exemption for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption for odd-numbered tax years, and the Father will claim the minor child as a dependency exemption for even-numbered tax years.

b. Father is entitled to claim the dependency exemptions indicated herein as long as he is current on his child support obligation by December 31st of any tax year.

34. Taxes. The parties will file joint tax returns for 2024. The parties will equally share in any cost of preparation of taxes. Father shall pay Mother \$4,000 towards what would be her refund if the parties filed separately within 60 days from the date the Stipulation was signed. Father shall be solely responsible and shall hold Mother harmless if any monies are owing for taxes.

35. Real Property. The parties do not presently own an interest in real property.

36. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated herein.

37. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on any debts in their own respective names.

a. Accumulation of Debt. Neither party will incur any additional liability on joint credit cards.

b. Other Debts. The parties are aware of no other 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 shall 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.

c. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

38. Checking and Saving Accounts. Each party will be awarded monies in their own separate checking and savings accounts.

39. Retirement Accounts. The parties shall equally divide the marital portion of all retirement, pension, 401k, and IRA, and will divide the amount with each receiving $\frac{1}{2}$ of the marital portion as defined by the Woodward formula. The parties shall equally split the cost associated with splitting the accounts, if any.

40. Business Interest. Respondent is awarded all the business interests and shall pay Petitioner the sum of Thirty-Two Thousand Five Hundred Dollars (\$32,500.00) in full settlement of Petitioner's claim to any marital interest in Respondent's business, medical practice, and/or ownership interest therein. Payment in full is due by August 11, 2026.
41. Name. Mother will have the option of restoring her name to "Samantha Staker".
42. Alimony. Father shall pay Mother \$3108.00 per month for a term of 30 months starting May 1, 2025, unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Equal payments will be made on the 5th and the 20th of each month. Alimony will commence on May 1, 2025.
43. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.
44. Divorce Education. The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.
45. Full Disclosure. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Any failure to provide complete disclosure may constitute perjury. The property referred to herein 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.
46. Attorney's Fees and Costs. Each party is ordered to assume his or her own costs and attorney's fees incurred in this action.

Order is signed when electronically stamped by the Court on the first page

APPROVED AS TO FORM:

With the permission of:

/s/ Joshua Lucherini *via email authorization on 6/23/26_

JOSHUA LUCHERINI
Attorney for Respondent