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

In the Matter of the Marriage of:	DECREE OF DIVORCE
GREGORY KENNEDY LOVE, Petitioner,	
and	
RACHEL HOPE LOVE, Respondent.	Case No. 254904600 Judge: James Gardner Commissioner: Joanna Sagers

This matter comes before the Court for entry of the Decree of Divorce pursuant to the partial stipulation and further Court Findings and Orders read into the record at the Informal Trial on June 4, 2026. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Petitioner is awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

CHILD-RELATED PROVISIONS

2. The parties have two minor children born as issue of their marriage, to wit: N.J.L., born April 2011; and M.D.L., born January 2016.

3. Child Custody: The parties shall be awarded joint legal custody with Mother to have the final say. Mother is awarded primary custody. During the school year, Father shall be entitled to parent-time every other weekend on Saturdays from 11 am – 9 pm and Sundays from 11 am – 7 pm. If Father’s work schedule allows, he may also have a weekday visit with the children, however, his current schedule would not allow for this. During the summer, Father may also have parent-time with the children every Thursday from 4:30-8:00 pm and every other Monday from 4:30-8:00 pm. The weekend visits may transition into overnights either upon the children’s request or upon Father moving into a residence where the children have their own room (may be shared with each other) and their own beds. Additionally, neither parent will actively plan activities for the children on the other parent’s parent-time.

4. Transportation: Father shall do all transportation and will pick up and return the children to Mother’s home. If Father is consistently late to return the children, Mother may request to pick them up from Father’s home.

5. Drugs and Alcohol: The parties shall be restrained from consuming illegal drugs or non-prescribed prescription drugs or abusing prescription drugs at any time. The parties shall be restrained from abusing alcohol while the minor children are in their care or immediately prior to parent-time.

a. If Mother reasonably suspects that the other parent is using illegal substances or non-prescribed prescription drugs, or abusing prescription drugs, they may request the other parent to submit to a drug test. Such testing should include, at a minimum, an observed 7-panel drug test, or a hair follicle test if no tests within the last 12 months.

Once requested, the drug test must be completed within 24 hours, if reasonably practical to do so. If the drug test is not completed within 24 hours, it will be considered positive for illegal drugs. Such tests should initially be at the expense of the requesting parent, subject to reallocation of costs described below.

b. The parent who submits to an observed 7-panel drug test, or hair follicle test, shall instruct the testing facility to release copies of the results to the requesting parent, and shall execute any release forms required by the testing facility to effectuate this release of results.

c. If the drug test comes back positive for illegal drugs or any un-prescribed prescription drugs, or elevated levels of prescription drugs above that prescribed, then the parent who failed the test shall immediately reimburse the requesting parent for the cost of the test.

d. If a party tests positive for illegal drugs, or non-prescribed drugs, or non-prescribed prescription drugs, or elevated levels of prescription drugs above that prescribed, or if a party consumes alcohol during parent-time or immediately prior to parent-time, the parties will return to court to readdress custody and parent-time on an expedited hearing or through a Temporary Restraining Order.

6. Virtual Parent-Time: Both parents shall allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours. Currently, the children both have apple watches where they can communicate with the other parent.

7. Documents: Mother shall be the custodian of the children's social security cards, passports, and birth certificates. Father shall immediately provide what he currently has in his possession to Mother. If Father wishes to utilize one of these documents, he may request them from Mother and return them after he is finished using them.

8. Right of First Refusal: Pursuant to Utah Code 81-9-202, parental care is presumed to be better for the children than surrogate care. If Father is not going to be with the children during the majority of his allotted visitation, he will offer Mother the right of first refusal. Once Father is exercising overnights, if either party is available when the other parent is not available to personally care for the child overnight, they shall offer the right of first refusal.

9. Address and Phone Number: The parties shall keep each other informed of his or her address and telephone number at all times. Father will provide Mother with his address within 24 hours of the trial.

10. Holidays and Extended Parent-Time: The holiday parent-time visitation shall be as the parties agree, or if the parties cannot agree, then holiday parent-time shall be consistent with Utah Code 81-9-303 with Petitioner being designated as the custodial parent solely for purposes of calculating the holiday parent-time schedule. These holidays only include overnights once the requirements in Paragraph 3 have been satisfied. However, prior to this, if Father wishes to spend overnights with the children for a holiday or during his parent-time, he will provide proof of proper accommodations (hotel/Airbnb, etc.) where they will be staying to Mother. Each party shall be awarded two weeks of uninterrupted parent-time during the summer months. Father does not intend to take his two weeks in 2026. The parties shall notify the other of their selected

two weeks by May 1st of each year. In the event of a conflict, Respondent shall have first choice of extended parent-time in all odd-numbered years, and Petitioner shall have first choice of extended parent-time in all even-numbered years.

11. Child Support: Petitioner is currently employed at \$18/hour, with a 36-hour work week. His gross income is \$2,808. Respondent's gross monthly income is \$2,510.73. In accordance with the sole custody worksheet, Petitioner's child support obligation is \$648 per month beginning June 1, 2026. Petitioner shall pay that child support to Respondent for the parties' children in accordance with Utah Code 81-6-203.

a. The child support will be paid until (1) the minor child reaches the age of majority or graduate High School in the expected year 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 in accordance with Utah Code 78A-6-801 et seq. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

b. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payers.

c. Child support will be paid in two increments each month; half on the 5th and half on the 20th of each month.

12. Arrearages: A judgment in the amount of \$3,338 shall be entered against Father for child support arrearages. Father also has outstanding child medical expenses in the amount of \$2,194 which shall also be entered as a judgment against Father. \$2,000 of cash that is kept by Mother will be used to offset these two judgments.

13. Medical Insurance Coverage: The party with the best coverage shall maintain in force any and all health insurance for the minor children, when it is available at a reasonable cost and the insurance coverage is accessible to the children. Currently Mother is insuring the children. If at any time the children are covered by the insurance plans of both parents, Respondent's plan shall be designated the primary coverage and Petitioner's plan shall be secondary coverage for the children. If a parent remarries and his or her dependent child is not covered by that parent's insurance, but is covered by the step-parent's plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation as primary or secondary insurance. The party who carries the insurance on the children shall provide proper verification of health, optical, hospital, dental, and other medical insurance coverage to the other party on or before January 2nd of each calendar year. Furthermore, each party shall notify the other of any change of insurance carrier, premium, or benefits within thirty (30) days of the date he/she first knew or will have known of the change.

14. Medical Insurance Premiums: Beginning July 1, 2026, both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons

covered under the policy and multiplying the results by the number of minor children of the parties.

15. Out-of-Pocket Medical Expenses: Each party shall pay half of all reasonable and necessary health, optical, hospital, dental, and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, optical, hospital, dental, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent. Either parent who incurs health, optical, hospital, dental, and other medical expenses for the parties' minor children shall provide written verification of the costs and payment of such health, optical, hospital, dental, or other medical expenses to the other parent within thirty (30) days of payment, and the other parent will reimburse them within 30 days of receiving verification. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision. Utah Code 78B-12-212(8), (9).

16. Childcare: Each party shall be responsible and liable for one-half of the reasonable childcare costs actually incurred each month as a result of parties' work. Both parties' portions of these childcare costs shall be paid directly to the childcare provider in a timely manner.

- a. The parties will provide written verification of the cost and identity of the childcare provider to the other party.

b. The parties will notify the other party of any change in the childcare provider or the monthly childcare expenses within thirty (30) calendar days from the date of the change.

17. Taxes: The parties are to analyze their 2024 taxes and amend to a joint filing if it lowers to overall tax burden to both parties. Any additional refund received shall be credited to the child arrearages. Mother shall be entitled to claim both children for 2026 and 2027. Then, the parties may each claim one child. For years in which there are an odd number of children available to be claimed as dependents for the purposes of credits or exemptions, the parties shall alternate years wherein each may claim the extra child, with Respondent claiming the extra child in odd years, and Petitioner claiming the extra child in even years.

18. Petitioner's ability to claim the exemption for the minor children shall be conditioned on his being current on December 31st of that tax year in his child support obligations to Respondent. Upon reasonable advance notice and request, each party shall provide the other party with a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

19. Extracurricular Activities: The parties shall discuss which extracurricular activities the children should participate in. The parties shall support the children in these extracurricular activities, financially and otherwise sharing the cost equally, whenever they have agreed on a child's involvement in any activity in writing.

PARENTING PLAN

20. Mutual Restraining Order: The parties are restrained from disparaging the other party to or in the presence of the children and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or any adult topics with or in the presence of the children and are to instruct third-parties to also be so restrained. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place. Neither party shall post about the other party on social media.

21. Medical Information: Both parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission.

22. Educational Information: Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact or medical care provider contact.

23. Notice of Activities: Both parties will have the right to be notified by the other party of major events in the children's lives that they otherwise would not be aware of, so that they can have enough advance notice to attend.

24. Communication: Each party will communicate directly with the other through App Close and not through third persons. The children will never be used as messengers. Communication will be respectful and at no time will it be sarcastic or derogatory. Communication will be limited to matters involving the minor children such as their health, activities, and well-being. In

the event of a child's medical emergency, each party will promptly notify the other. All coparenting communication that requires a response shall be returned within 24 hours.

25. Out-of-State Travel: Any parent intending to take a child out of state will provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for emergency communication. The parties will comply with the provisions of Utah Code 81-9-202.

26. Relocation: The parties will follow the notice provisions of Utah Code 81-9-209.

27. Decision-Making: All major decisions concerning the children, including health, education, and general welfare, religion, daycare, medical and dental treatment, and therapy will be discussed. Further, the parties will use the following decision-making procedure:

- a. Identify the issue,
- b. Develop possible solutions,
- c. Consult with a professional,
- d. Choose the most sensible solution that considers the needs and interests of everyone involved.

28. Tie-Breaking Procedure: Under the terms of the above paragraph, the parties will discuss major decisions together, focusing on objective criteria and facts, and involving any professional who may be of assistance. Major decisions include where the child attends school, elective medical, and changing a child's religion. If they are unable to reach an agreement, Mother will have the final say with Father having the ability to bring the issue before the court.

29. Emergency Medical Decisions: The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will notify the other parent of the emergency immediately.
30. Day-to-Day Decisions: Whichever parent has the children in his or her physical custody may make minor, day-to-day decisions regarding them and their care.
31. Implementation of Treatment: Each of the parties will facilitate, help, and promote the taking of medication or other regimens of therapy for the children as prescribed by a doctor.
32. Mediation before Litigation: If the parties have a dispute concerning an issue addressed in the parent time provisions of the Decree or this Parenting Plan, they will seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret, or modify the Decree. If the parties are unable to attend mediation within a reasonable timeframe after the issue arises, despite making a good-faith effort to do so, they may bring the issue before the court.
33. Tattooing, Body Piercing, and Permanent Cosmetics: Neither parent will or allow others to permanently change the appearance of the body of the children, including but not limited to body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.
34. Corporal Punishment: The parties will refrain from using corporal punishment with the minor children and shall keep third parties from doing so.

NON-CHILD RELATED PROVISIONS

35. Debts: During the course of the marriage, the parties acquired certain debts and obligations. The parties agree they will each apply for bankruptcy individually. Any marital debts not discharged in bankruptcy shall be divided equally.

36. Each party shall assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations incurred by that party after separation.

37. Pursuant to Utah Code 81-4-406 the parties 81-9-209 notify respective creditors or obliges, regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

38. Mother has entered into a consolidation contract incorporating martial debt into the consolidation program. Each party is to pay ½ of the monthly amount, \$369.00, directly to the provider. If Mother is required to pay Father's half due to his non-compliance, he shall reimburse her directly.

39. Father will be responsible to pay the RC Willey loan as it was used for a recliner he kept.

40. Cash: Mother shall keep the \$2,000 in cash and apply it towards the child support arrearages.

41. Personal Property: Each party is awarded the personal property currently in their possession.

42. Secured Debt: Each party being awarded property shall also be responsible for the debt associated therewith. However, Father is required to continue to pay the Dodge Caravan loan that is awarded to Mother. If Father chooses to undergo bankruptcy, he must work to do what is in his power to keep the Dodge Caravan. He will inform Mother of any bankruptcy proceedings he begins.

43. Accounts: The parties accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The parties shall be awarded the accounts in their own name as their separate property, free and clear of any claim by the other party.

44. Real Property: During the marriage, the parties acquired an interest in real property.

45. The real property shall be sold as soon as reasonably practicable, and the proceeds of the sale shall be divided between the parties, one-half to each, subsequent to paying the expenses of the sale and any and all mortgages or liens against said real property.

46. Alimony: Respondent has a need at the marital standard of living of \$9,073.94 per month. Her net income is currently \$2,061.61 per month leaving her with a monthly shortfall. Petitioner is currently underemployed. The parties agree that alimony may be reserved when Petitioner regains proper employment. He previously had a yearly gross salary of approximately \$100,000.00. If, at the time Petitioner regains employment, the parties are not able to agree on alimony, they may bring the issue before the court on motion. Father will provide his years tax statements, W2s and 1099s to Mother each year by April 15th to validate his income.

47. Restoration of Maiden Name: Respondent's name shall be restored to Rachel DiMeglio, if she so chooses.

48. Attorney's Fees: Each party shall pay their own attorney's fees.

49. Delivery of Documents and Duty to Sign Documents: Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court. Should a party fail to execute a document within 60 days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

TO THE PETITIONER: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Respondent's counsel 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 hereby certify that on this 8th day of July 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Gregory Kennedy Love
greglovee17@gmail.com
Petitioner, pro se

/s/ Kacee Robinson
Kacee Robinson
Paralegal for Mary Bevan