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

450 S. State St., P.O. Box 1860, Salt Lake City, UT 84114

In the matter of the marriage of:

HAYLEY LYNN ERCANBRACK,

Petitioner,

&

DYLAN ERCANBRACK,

Respondent.

STATE OF UTAH

Office of Recovery Services,

Intervenor.

**DECREE OF DIVORCE AND RELATED
MATTERS**

Case No. 244905671-DA

Judge: Laura Scott

Commissioner: Russell Minas

This matter is before the Court on Petitioner, HAYLEY ERCANBRACK's, Petition for Divorce and Related Matters (Dkt. at 1). Respondent, DYLAN ERCANBRACK, accepted service (Dkt. at 4) and filed an answer (Dkt. at 12). The parties negotiated and resolved their differences via a Stipulation and Settlement Agreement (the "Stipulation") which was filed with the Court on July 20, 2026 (Dkt. at 101).

The Court, having reviewed the pleadings and Stipulation, and being otherwise fully advised, hereby: **ORDERS, ADJUDGES AND DECREES**, as follows:

JURISDICTION & GROUNDS FOR DIVORCE

1. Petitioner and Respondent are husband and wife, having been married on June 24, 2023 in Summit County, Utah.
2. The parties separated on or about February 6, 2024.
3. This Court has subject matter jurisdiction to grant the divorce of the parties and make equitable determinations regarding the parties' property, debts, and obligations pursuant to Utah Code Ann. § 81-4-402.
4. This Court has personal jurisdiction over the parties pursuant to Utah Code Ann. § 81-4-402 because Petitioner is an actual and bona fide resident of Salt Lake County, State of Utah for at least 90 days prior to the filing of this action. Respondent has been a resident of Summit County but accepts jurisdiction.
5. Pursuant to Utah Code Ann. § 78B-3a-201(1), venue is proper in this Court because Petitioner and the child live in Salt Lake County, State of Utah and the facts and circumstances underlying the action arose primarily in Salt Lake County.
6. The parties are granted a divorce pursuant to the grounds provided in Utah Code Ann. § 81-4-405(h) as they have experienced irreconcilable differences that make the continuation of the marriage impossible.
7. Pursuant to U.C.A. § 81-4-402(4)(d) the parties declare that they received information regarding the mandatory courses (as applicable), that Petitioner took the required classes (Dkt. at 42, 43) and Respondent took the required classes (Dkt. at 49, 50)

8. Pursuant to U.C.A. § 81-4-403(1) the parties declare that they received information regarding mandatory mediation.
9. Pursuant to Utah R. Civ. P. 26 and 26.1, the parties declare that they received information regarding the disclosure requirements in domestic relations actions.
10. The parties declare that neither is a member of the military service and the provisions of the Service Member’s Civil Relief Act do not apply.

CHILD CUSTODY JURISDICTION

11. The Parties have one minor child as issue of their marriage (the “Child”). The initials, birth month, and birth year of the Child are listed in the table below:

Child’s Initials	Month and Year of Child’s Birth
B.T.E.	May 2021

12. This Court has subject matter jurisdiction to determine the custody arrangement and decide custody issues pursuant to Utah Code Ann. § 81-11 *et seq.* Initial child custody jurisdiction is derived from Utah Code Ann. § 81-11-201(1)(a) and § 81-11-101(6) because Utah is the Child’s home state and was for at least six months prior to the filing of this action.

13. Pursuant to Utah Code Ann. § 81-8-209(1)(a) and § 81-8-311(a), the Child’s residential history for the last five years is set forth in the table below:

City, State & Zip	Dates Resided	Person(s) Resided With	Relationship
Bluffdale, UT 84065	Feb. 2024– Present	Hayley (primary residence)	Mother
Coalville, UT 84017	May 2021– Feb. 2024	Hayley and Dylan	Parents

14. In compliance with Utah R. Civ. P. 100, and UCA § 81-11-209(1)(b), the parties declare that, except as set forth in the table below: (1) they have not participated in any other custody or parent time proceeding concerning the other party or the Child; (2) they have no information regarding any other proceedings concerning the Child before a court of law or governmental agency; and (3) they know of no other persons, not parties to this action, who has or claims physical or legal custody, or parent time rights respecting the Child.

Court or Administrative Agency	Case No.	Date of Determination	Description
Utah Office of Recovery Services	C001794528	04/08/2025	Income withholding for support

15. Pursuant to U.C.A. § 81-8-311(1)(a), Petitioner certifies that the personally identifying information regarding the parties and Child has been submitted to the Court on the Court's approved Non-Public Information form(s) (Dkt at 5).

16. Pursuant to U.C.A. § 81-8-311(1)(c), there is no prior support order (except the temporary order entered in the above-captioned matter) and the order contained herein shall become the base ongoing support order.

CUSTODY AND PARENTING PLAN

17. It is in the best interest of the Child that the parties be awarded joint legal custody, In the event of a dispute the parties shall follow the dispute resolution process set forth below. Hayley shall be designated the primary parent and point of contact for the Child but Dylan shall also be listed as a parent and point of contact in all contexts involving the Child.

18. It is in the best interest of the Child that the parties be awarded sole physical custody consistent with the parenting plan set forth herein. Hayley shall be designated the primary physical custodian, caretaker, and residence of the Child.

PROPOSED PARENTING PLAN

19. Pursuant to U.C.A. § 81-0-203(2)(a), the parties jointly agree to the following parenting plan and declare that it has been negotiated in good faith.

20. Pursuant to Utah Code § 81-9-205(6) and § 35A-3-101 *et seq.*, a joint physical custody arrangement may result in denial of state cash assistance for the parties and/or the Child.

21. Joint legal custody shall be ordered as follows:

- a. The parties shall share joint legal custody of the Child. The parties shall each contribute to, and mutually decide, the major decisions related to health care, education, and religious upbringing.
 - i. The parties shall work together and do what they can to facilitate the Child's best regardless of conflicts may arise between them.
 - ii. The parties shall make a good faith effort to separate their personal preference from that which is best for the Child.
 - iii. If the parties have a disagreement, or if this parenting plan does not address an issue or decision concerning the Child, the parties shall follow the dispute resolution process set forth herein, however, if there is an exigent issue (such as immediate school enrollment), Hayley may make a presumptive decision that shall still be subject to review.
- b. During a party's parent time, that party shall make all day-to-day decisions regarding care, control, and discipline of the Child

- i. Each party shall also make emergency decisions regarding the immediate health and safety of the Child, if the need arises, but shall notify the other parent as soon as reasonably possible of an emergency and of the emergency decision(s) made. This paragraph does not allow either party to override or seriously undermine medical decisions made under final say, by prior agreement, or pursuant to dispute resolution.
- ii. Extracurricular activities that don't impact the other parent, choice of childcare providers, and the Child's general welfare, instruction, and upbringing are day-to-day decisions, and the parties shall have relative autonomy to make those decisions on their own, subject to the information sharing requirements herein, and accounting for how certain decisions may impact the other parent, as further set forth herein.
- iii. The parties shall keep each other reasonably informed of all major milestones, events, or developments that affect the Child's physical or mental health or wellbeing, particularly those events that may impact the child at both households.
- c. Both parties shall have complete and unfettered access to the Child's educational, medical, legal, and other records.
- d. Both parties shall have complete and unfettered access to the people and organizations with which the Child interacts, including without limitation, educational, medical and daycare providers, and those responsible for the Child during extracurricular, athletic, civic, and religious activities.
- e. Each party has an independent obligation to create and maintain relationships with the Child's providers such that they can participate in events important to them and/or the Child. Each parent shall make a good faith effort to notify the other regarding significant school,

extracurricular, athletic, civil or religious functions in which the Child is participating or being honored but neither is obligated to make or continue such notification if they have a bona fide reason to believe the other is already aware, or if the other party repeatedly fails to respond or participate. Both parties shall be entitled to attend and participate fully in such events.

f. The Child shall remain enrolled in Bluffdale Elementary unless otherwise agreed in writing.

g. The parties shall ensure the Child's regularly assigned schoolwork is done during their parent time or shall make arrangements to excuse or manage tardy or incomplete assignments. The parties shall make a good faith effort to support each other regarding schoolwork, and in particular large or difficult assignments that may need to be worked on at both parents' households.

h. The parties shall not interrupt regular school hours for parent time unless both parties agree in advance.

i. Both parties shall communicate directly with each other, particularly regarding major decisions, parenting issues, and for purposes of coordinating parent time exchanges or requesting accommodations.

j. Both parties shall maintain open lines of communication and shall disclose current telephone numbers, email addresses, mailing address, and if applicable, other means available to contact the Child for purposes of virtual parent-time and shall notify each other within 24 hours of any changes.

22. Sole physical custody shall be ordered as follows:

a. Dylan shall have parent time as the parties agree but in the event they cannot, then pursuant to U.C.A. § 81-9-302.

Mon.	Tues.	Wed. Evening	Thurs.	Fri.	Sat.	Sun.
Hayley	Hayley	Dylan	Hayley	Hayley	Hayley	Hayley
Hayley	Hayley	Dylan	Hayley	Dylan	Dylan	Dylan

b. Weekday evening parent time shall be from 5:30-8:30pm, unless the parties agree otherwise. Dylan's weekend parent time shall begin on Friday at 5:30pm and extend to Sunday at 8:30pm. If the parties' child is not in school on Wednesdays or alternating Fridays, Dylan may pick up the minor child as early as 8:00 a.m. or upon the minor child's release from school that day. The parties shall have the Child ready for pick up for parent time with all necessary items (such as schoolwork, appropriate clothing, medications, toys, etc.).

c. The parties shall be flexible and make reasonable efforts to accommodate incidental changes to exchange times and/or parent time days upon reasonable request. A party requesting accommodations or changes shall provide at least 24-hours advance notice, if practical under the circumstances. Such notice shall be given by email or text message so that timing can be documented. The parties may agree in writing to a different period of time sufficient for advance notice. The parties shall make reasonable efforts to notify the other in advance of unexpected changes to pick up and drop off times and shall reasonably accommodate such requests, though the parties shall also provide make up time to the other parent for exchanges that are delayed by 15 minutes or more, which shall be exercised on the immediately ensuing parent time period.

d. In addition to their weekly parent time, the parties shall divide holidays, birthdays, and other special occasions as they can agree but if they cannot, pursuant to U.C.A. § 81-9-302, and

the holiday schedule set forth in the table below. Hayley shall be the custodial parent for purposes of this statute.

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
Juneteenth	(1) Holiday begins on Friday at 5:30 p.m. and	Even years	Odd years

National Freedom Day	ends on Saturday at 5:30 p.m., if Juneteenth National Freedom Day is on the day before Father's Day. (2) Holiday begins on Sunday at 8:30 p.m. and ends on Tuesday at 8:30 p.m., if Juneteenth National Freedom Day is on Father's Day or on the day following Father's Day. (3) Holiday begins at 5:30 p.m. on the day before Juneteenth National Freedom Day and ends at 8:30 p.m. on the day following Juneteenth National Freedom Day, unless Juneteenth National Freedom Day is on Father's Day, the day before Father's Day, or the day following Father's Day.		
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses	Odd years	Even years

	for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.		
Christmas Eve & Day *Altered from Statute	Dylan shall have Christmas Eve from 12:00-9:00pm. Hayley shall have Christmas Even from 9:00pm through Christmas Day at 5:00pm.	Every year (parents shall exchange based on which parent has the first half of Winter Break)	Every year (parents shall exchange based on which parent has the first half of Winter Break)
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years

e. In addition to the foregoing holidays, each parent shall be entitled to spend their respective birthday with the Child, beginning at 9am (or after school is released, whichever is later) until 8:30pm or another time agreed upon by the parties.

f. The parties shall have extended summer parent time, to be exercised as they agree, but if they cannot, consistent with U.C.A. § 81-9-302(3)-(4). The noncustodial parent shall be entitled up to four weeks of parent-time with the child when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day. Of this period, two weeks shall be uninterrupted parent-time and two weeks may be interrupted by the custodial parent for a weekday visit on the same day on which the Dylan is granted weekday day parent-time. The custodial parent is entitled to uninterrupted parent-time with the child for two weeks

when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day.

- i. Extended summer parent-time shall be consecutive, except that the four weeks of extended parent-time for the noncustodial parent may be divided into two separate 14-day periods that are not consecutive.
- ii. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended summer parent-time. In odd-numbered years the noncustodial parent shall provide notice to the custodial parent by May 1; and the custodial parent shall provide notice to the noncustodial parent by May 15. In even-numbered years: the custodial parent shall provide notice to the noncustodial parent by May 1; and the noncustodial parent shall provide notice to the custodial parent by May 15.
- iii. If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.
- iv. If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for that parent and the other parent.
- v. If a custodial parent intends to interrupt a noncustodial parent's parent-time the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.
- vi. Hayley shall be the custodial parent for purposes of this statute.

g. Notwithstanding the foregoing, for the 2026 summer only, Dylan shall not have extended summer parent time and shall instead exercise time under the normal parent time schedule.

h. The following order of precedence shall be applied when determining which parent is entitled to parent-time: 1) the holiday schedule for Mother's Day or Father's Day; 2) the holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended summer parent-time and takes the minor child away from that parent's residence during the uninterrupted extended parent-time; 3) the holiday schedule for any holiday above that is not Father's Day, Mother's Day, or the minor child's birthday; 4) extended summer parent-time ; and the regular schedule for weekday or weekend parent-time.

i. A stepparent, grandparent, or other responsible adult designated by a parent, may pick up the minor child for parent-time if the other parent is aware of the identity of the individual and the parent will be with the minor child by 7 p.m.

j. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the minor child's attendance at school for that school day.

23. General parenting plan provisions are as follows:

a. Parent time schedules and solutions agreed upon by the parties are preferable to a court-imposed solution and shall be guided by the principles of consistency, continuity, and stability for the Child.

b. The parties shall be entitled to uncensored and unmonitored communication (including virtual parent time) with the Child during the other's parent time so long as it occurs at reasonable times for reasonable duration. The parties shall make best efforts to schedule virtual

time on consistent days and for consistent durations. Neither party shall interfere with, or prevent, the Child from contacting the other parent directly.

c. The parties shall make a good faith effort to make the Child available to attend family functions such as funerals, weddings, family reunions, and other important ceremonies or events in the life of the Child or either parent, even if such events inadvertently conflict with the parties' parent time schedule. Consent to allow the Child to attend such events may not be unreasonably withheld unless the event is not significant to the Child or if the Child has a meaningful prior commitment.

d. The parties shall refrain from making disparaging comments about the other party in the presence of the Child and shall maintain civil discourse. The parties shall actively encourage the Child to maintain a relationship with the other parent and shall not alienate or align the Child, undermine the other parent, or otherwise minimize the value of the other parent's love and affection.

e. The parties shall not discuss litigation or parenting disputes with the Child and may not place blame on the other or otherwise fault the other party before the Child for any reason or purpose. The Parties shall not use the Child as a go-between and shall make their best efforts to insulate the Child from the impact of any disagreement they may have.

f. Each party shall notify the other party via email or text message before removing the Child from the state of Utah on a temporary basis. Written notice shall include the dates the Child will leave and return, the nature of travel, and contact information where the Child may be reached. The parties shall provide the name and contact information of any third party who may

be responsible for the Child during vacation and shall provide advance notice if the Child will be out of range of telephone, internet or other communication services.

g. If either party desires to relocate by moving more than 150 miles distant from the residence of the other parent, the provisions of Utah Code Ann. § 81-9-209 shall control, including the 60-day advance notice requirement and other technical requirements of that section. If the parties are unable to agree on a change of custody and/or parent time schedule, the Court shall hold a hearing, upon motion, and enter an order providing appropriate parent time to the parties, apportioning transportation costs, and making other orders as contemplated by law.

h. The parties shall not abuse alcohol or drugs (prescription or otherwise) before or during parent time. The Child shall not have access to alcohol or unsecured firearms at either parties' residence. The parties shall not expose the Child to pornography, abuse, domestic violence, or other harmful material.

k. For overnight periods where the parent assigned parent time is unavailable or needs to engage childcare, the unavailable parent shall offer that time to the other. The parent who is offered this right of first refusal may accept or decline, but if they accept, they shall be responsible for pick up and return when the other parent becomes available. If a parent fails to offer the other parent the right of first refusal and incurs childcare costs during that period, that parent shall not be entitled to reimbursement from the other parent.

l. If a parent is not available for an upcoming parent time period, then they shall forfeit that time unless prior arrangements are made in writing.

i. Insofar as it may affect the Child, the Parties shall not permit any third party to behave in a manner inconsistent with their own obligations under this Parenting Plan.

- j. If a party fails to comply with a provision of this Parenting Plan, the other party's obligations under the Parenting Plan and any final order shall not be affected.
- k. The parties may modify the provisions of this Parenting Plan as stated elsewhere herein or with respect to any other provision, including parent time. However, any such changes shall be made in writing and mutually agreed to by the parties. Either party may revoke a written modification made pursuant to this paragraph with at least 30-days advance written notice to the other party. If a modification is so revoked, the original provisions of this Parenting Plan will control.
- l. If any provision of this Parenting Plan is determined to be invalid or unenforceable, the remaining provisions shall be unaffected and continue to bind the Parties.

24. Parenting disputes shall be resolved as follows:

- a. A party shall clearly and directly state the issue or issues requiring resolution, and offer their preferred solution and reasoning in writing;
- b. The parties shall have at least one good faith discussion about the issue or issues raised, also in writing;
- c. If the parties still cannot agree on a decision, Hayley shall make a presumptive decision but either party may trigger dispute resolution. The parties shall mutually agreeing in writing to the form of dispute resolution, such as engaging the services of a provider or specialist in the disputed area to render a written opinion (e.g., a doctor for a disputed medical decision or a therapist/counselor for a mental health issue), parent coordination, mediation, arbitration, or any other agreed-upon means of dispute resolution. If the parties cannot agree on the process, mediation shall be the default process and the person raising the dispute shall arrange for a

mediator approved and selected pursuant to Utah Code of Judicial Admin. R. 4-510.01 through 501.06;

d. If, after dispute resolution, the parties still cannot agree, either party may bring the matter to the Court for decision. Any specialist or provider opinion rendered as part of this process shall be admissible for purposes of deciding the dispute.

e. The parties shall share the costs of the dispute resolution process equally, including both the process (mediation, etc.) and any agreed-upon specialist or provider engagement. If a parent retains a provider to render an opinion outside of dispute resolution or absent agreement from the other, the retaining party shall bear the costs of the provider.

f. This dispute resolution process is mandatory and is specifically intended to override default rules and presumptions, except for disputes related to financial support obligations, enforcement, or if an emergency exists as provided by law.

g. In order for any agreement reached during a dispute resolution process to become enforceable, a written record must be prepared of the agreement reached and the same must be executed prior to leaving the dispute resolution setting.

h. If the Court finds that a party has abused or frustrated the dispute resolution process (including judicial review), it may award attorney fees and financial sanctions.

25. Any disputes arising under any other provision of the final order not relating to the parenting plan shall be subject to mediation or dispute resolution as required by law.

26. The parties shall be required to pursue mediation prior to seeking any modification of the final Decree of Divorce.

CHILD SUPPORT

27. This Court has subject matter jurisdiction to establish and determine child and financial support pursuant to U.C.A. § 81-3-301(2) and § 81-6-103.

28. Pursuant to Utah Code Ann § 81-6-203, Petitioner's gross monthly income is \$3,250 derived from working part-time at an auto shop in a position that provides flexibility for her to be available to care for the child.

a. Petitioner is not under court or administrative order to pay child support, does not pay alimony to any ex-spouse, and pays approximately \$0 per month for the work-related childcare.

b. Pursuant to U.C.A. § 81-6-203(1), Petitioner's current income information has been submitted to the Court concurrently herewith.

29. Pursuant to Utah Code Ann § 81-6-203, Respondent's gross monthly income is \$5,049 derived from working approximately full-time as a welder.

a. Respondent is not under court or administrative order to pay child support, does not pay alimony to any ex-spouse, and pays approximately \$0 per month for the work-related childcare.

b. Pursuant to U.C.A. § 81-6-203(1), Respondent's current income information has been submitted to the Court concurrently herewith.

30. Pursuant to Utah Code Ann. § 81-6-205 and the sole physical custody worksheet, the base ongoing child support obligation is \$567 and Dylan is the obligor.

31. Pursuant to U.C.A. § 81-7-102, payment of child support shall be due one the first day of each month and not considered past due until the first day of the following month. Child support is payable ½ by the 5th day of each month and ½ by the 20th day of that month. Each payment or installment due is, on the date due, a judgment with the same attributes and effect of any judgment of a district court, except as provided by statute.

32. The obligee is entitled to implement income withholding consistent with statute, as set forth in U.C.A. § 26B-9-101 *et seq.*

33. Pursuant to U.C.A. § 81-6-202(2), a representative Sole Custody Child Support obligation worksheet has been filed concurrently herewith. The base ongoing child support obligation set forth above is consistent with the guidelines.

34. Each party shall have ten (10) days to inform the other, and the income withholding administrative agency, if applicable, of changes in his or her address, employment status, and income.

35. Pursuant to U.C.A. § 81-6-214, once child support is ordered, and only if the obligor is current on all child support, the obligee may be required, upon petition, to furnish a prospective accounting of amounts provided for the Child's benefit to the obligor, including an accounting or receipts.

36. Pursuant to Utah Code Ann. § 81-6-212(3) the parties shall be permitted to modify the child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn income; (5) material changes in the medical needs of the Child; or (6) material changes in the legal responsibilities of either parent for the support of others. In a proceeding to modify an existing child support award, the Court must find a) a material and substantial change in circumstances and must determine b) that the change presented results in a 15% or more difference between the amount previously ordered

the new amount of child support, calculated under the child support guideline, and c) that the difference is not of a temporary nature.

37. Pursuant to Utah Code Ann. § 81-6-212(5) the parties shall be permitted to adjust the child support order by motion (and without showing a substantial change in circumstances) if, after three years from the entry of the Decree: (1) there is a difference of 10% or more between the amount previously ordered and the new amount as determined by the child support guidelines and calculated using the appropriate income data; (2) the difference is not of a temporary nature; and (3) the new amount does not deviate from the child support guidelines

38. Pursuant to U.C.A. § 81-6-202(8), in any proceeding to adjust or modify a child support order, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but shall not be applied to a) benefit the obligee if the credit would increase the support obligation from the most recent order or b) for the benefit of the obligor if the amount received would be decreased from the most recent order.

39. Pursuant to U.C.A. § 81-6-106(1)(b) the parties declare that to the best of their knowledge, child support services are being provided on behalf of the Child and that no public assistance is being received from the State of Utah for either party or the Child. The Office of Recovery Service is an Intervenor in this action.

40. Pursuant to U.C.A. § 81-6-213, the base ongoing child support award shall automatically terminate when the Child turns 18 years old, graduates from high school during the child's normal and expected year of graduation (whichever occurs later), dies, marries, or becomes a member of the armed forces of the United States.

41. The parties agree that Respondent is current on child support through May 31, 2026 and any arrears accrued through that date are waived.

EXTRACURRICULAR EXPENSES

42. The parties shall mutually discuss the Child's participation in extracurricular activities such as sports, clubs, music, art, institutionalized hobbies, summer camps, etc. The parties shall each share equally in the costs associated with extracurricular activities that they agree to, in writing, in advance of enrollment.

43. If the parties are unable to agree on the Child's participation in an extracurricular activity, the parent seeking enrollment may do so at their sole expense provided the activity does not entail an unreasonable risk of injury and does not require mandatory attendance during the other parent's parent time. Should overlap with the other's parent time occur, the nonconsenting parent may, but is not obligated to, make the Child available for the activity. In no event shall extracurricular activities be used to align the Child against the other parent.

44. The parties shall cooperate to request separate billing of any amounts due, but in the event that one party incurs the expense, they shall submit to the other parent verification, such as a receipt or an invoice, within thirty days of receipt. That parent shall pay their one-half share directly (and provide proof thereof) or make reimbursement within thirty days of receiving verification. Once enrolled, a parent may not revoke consent, and thereby avoid their reimbursement responsibilities, unless they can demonstrate a genuine inability to pay.

MEDICAL CARE AND INSURANCE

45. Pursuant to U.C.A. § 81-6-208:

- a. The parties shall be required to maintain health care coverage for the medical expenses of the Child if coverage is available at reasonable cost. Whichever party is able to provide the best insurance for the best value shall be the primary provider of coverage, as determined by the parties or the Court. The provider of coverage shall be determined using the following factors: (1) reasonableness of the cost of coverage available to each party; (2) availability of group coverage; (3) coverage of available policies; and (4) the preference of the custodial parent.
- b. Respondent has employer-provided medical and dental insurance coverage available at reasonable cost and shall be designated the primary provider of coverage unless the parties or the Court conclude that Petitioner has superior coverage available as determined by the factors enumerated in the subparagraph immediately above.
- c. The parties shall share equally in the out-of-pocket costs of the premium actually paid by parent for the Child's portion (as defined in subparagraph (g), below) of health insurance and shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the Child, including co-payments, co-insurance, and deductibles.
- d. In the event this paragraph is determined to be defective pursuant to statute, the parent whose birthday falls first in the calendar year shall be the primary provider of coverage and the other parent shall be secondary.

46. Pursuant to U.C.A. § 81-6-208(7)(a)(ii), if, at any point in time, the Child is covered by the health insurance plans of both parents, the health insurance plan of Petitioner shall be primary coverage for the child and the health insurance plan of Respondent shall be secondary coverage for the Child. If a parent remarries and the Child is not covered by that parent's health insurance plan but is covered by a stepparent's plan, the health insurance plan of the stepparent

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 child.

- a. The parent who provides insurance shall receive credit against the base child support award equal to one-half of the Child's per-capita portion of the insurance premium or may recover the other parent's share of the child's portion of the premium. This applies whether the parent directly provides coverage or provides it through a stepparent.
- b. The Child's portion of the premium is a per capita share of the premium actually paid and shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.
- c. The parent maintaining coverage shall provide verification of the same to the other party, or administrative agency, if applicable, upon initial enrollment of the Child, and thereafter on or before January 2nd of each calendar year. The providing party shall notify the other, and the administrative agency, if applicable, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the party first knew or should have known of the change
- d. A party who incurs medical expenses for the Child shall provide written verification of 1) the costs and work performed and 2) proof of payment, within 30 days payment being made.
- e. Pursuant to U.C.A. § 81-6-208(10), if a parent fails to provide notification of coverage or verification of expenses as set forth in subparagraphs (g) and (h), they may be denied credit for expenses or the ability to recover expenses.

47. Reimbursement for expenses under this section shall be made within 30 days of when a parent receives verification of the expense(s) unless the parties agree to a longer period.

48. If a party incurring expenses is unable to make payment to a provider in a timely fashion, that party shall notify the other as soon as is practicable. The parties may make arrangements to avoid the imposition of interest, fees, or penalties. A party who fails to make timely payment is solely responsible for interest, fees, or other penalties.

49. In the event both parties provide insurance coverage for the Child, neither shall be entitled to recover any portion of their insurance premium from the other or to offset the Child's per capita portion of premiums from a child support obligation.

50. Pursuant to Utah Code Ann. § 15-4-6.7(1), at or before the time a provider renders medical or dental services to the Child, the party taking the Child shall provide a copy of any order that provides for payment of medical or dental expenses and request that the provider separately bill each parent for their share of the expense so creditors are prevented from making a claim for unpaid medical expenses or negative credit report against a party who has paid in full their share of the medical and dental expenses required by the order. The parties shall be liable to each other for failure to abide by this paragraph.

51. Pursuant to U.C.A. § 81-6-104, reasonable and necessary medical and dental expenses are chargeable upon the property of both parents and either parent may be sued by a creditor for the expenses incurred on behalf of the Child. In addition, any ordered child support and medical expenses are for the use and benefit of the child and shall follow the child in a case where a parent or third party is awarded sole physical custody as set forth in statute.

CHILDCARE EXPENSES

52. Pursuant to U.C.A. § 81-6-209(1) and (6), each party shall share equally in the reasonable work or occupational training-related childcare expenses of the parents.

53. If an actual expense for childcare is incurred, a parent shall begin paying the parent's share on a monthly basis immediately upon presentation of proof of the expense. If the childcare expense ceases to be incurred, the parent may suspend making monthly payment of that expense, while the expense is not being incurred, without obtaining a modification of the child support order.

54. A parent who incurs childcare expense shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The enrolling parent shall notify the other parent of any change of childcare provider or the monthly expense within 30 calendar days after the day on which the change occurred. Should a parent fail to comply with the notice requirements of this paragraph, they may be denied the right to recover the other parent's share of expenses.

55. Childcare arrangements that existed during the marriage are preferred, especially those involving nominal or no cost. Each parent is permitted to choose childcare that best suits their needs, but a parent is not entitled to reimbursement if childcare costs by themselves, or in addition to the base child support award and out-of-pocket medical expenses and premiums incurred in that month, exceed 50% of the obligor's adjusted gross income.

56. The provisions of any childcare order are subject to U.C.A. § 81-6-209.5 beginning July 2026.

CHILD-RELATED TAX BENEFITS

57. Petitioner has claimed the child-related tax benefits for 2025. Respondent shall claim the child for the 2026 tax year, thereafter the parties shall alternate claiming the Child, with

Respondent claiming in even-numbered tax years and Petitioner claiming in odd-numbered tax years.

58. Each party should have the option, in any given tax year, to purchase from the other the ability to claim the Child for tax purposes. The would-be purchaser shall give the other party written notice of the same no later than the last day of January of the year following the tax year for which they wish to purchase the exemption. The would-be seller shall then calculate their state and federal taxes to determine the value of claiming the Child and send the would-be purchaser this information, with supporting and corroborating documentation. The purchasing party shall tender payment equal to the other party's documented value and the parties shall execute any documents necessary (such as IRS Form 8332) to enable the purchasing party to claim the purchased deduction(s) by March 31st of the year in which the tax return is to be filed.

59. Pursuant to Utah Code Ann. § 81-6-210(4), if a parent is not current on their child support obligation by December 31st of the tax year in question, they shall not be permitted to claim the Child and shall execute any documents necessary (including IRS form 8332) to allow the other party to claim the tax benefits associated with the child.

60. Pursuant to Utah Code Ann. § 81-6-210(5), if, upon calculating their federal and state taxes, a party discovers that claiming the Child will not result in a tax benefit to that party, or that they are ineligible to claim the Child under applicable IRS regulations, they shall notify the other party, who shall be entitled to claim said Child during the tax year in question. The ineligible party shall execute any documents necessary (including IRS form 8332) in favor of the other party.

DIVISION OF PROPERTY AND DEBTS

Real Property

61. Prior to the parties' marriage, Respondent acquired a home and real property located at 15 East 150 North, Coalville, Utah. Petitioner waives claim to any interest in this property and both the property and its attendant obligations are awarded solely to Respondent free and clear of any claim by Petitioner.

Personal Property

62. The parties shall retain their premarital personal property without claim from the other.

63. The parties shall be awarded any inheritance, family heirlooms, or other gifts made to that party by their family during the course of their marriage, without claim from the other.

64. During the course of the marriage the parties acquired personal property.

a. Petitioner shall be awarded her vehicle, a Chevrolet Colorado, as well and any indebtedness thereon; her personal belongings, and other items in her possession.

b. Respondent shall be awarded his vehicle, a Ford F-350, as well and any indebtedness thereon; his personal belongings, and other items in his possession.

c. The parties have already divided their personal property and the Court shall ratify that division. The parties agree such division is fair and equitable.

65. The parties shall assume sole responsibility for payment of any loans associated with the vehicle(s) or other property their possession and shall remove the other party from the loan and/or title within 90 days of entry of the Divorce Decree.

66. In the event that either party (without fault of the other) totals, damages, or otherwise impairs the value of their vehicle while still encumbered by joint debt (particularly if it results in a deficiency claim), that party shall be solely responsible for such damage and hold the other

harmless thereon. In addition, that party shall indemnify the other party against any deficiency claim, judgment, costs of collection, or injury to credit.

Cash Accounts and Property Settlement

67. During the course of the marriage, Petitioner and Respondent have acquired certain savings accounts, checking accounts and/or investment accounts. The parties shall be awarded their individual savings accounts, checking accounts and/or investment accounts, free and clear of any claim by the other party. Any joint accounts shall be closed with any balances divided equally between the parties.

68. As a property settlement and in full satisfaction of the financial claims between the parties, Respondent shall pay Petitioner \$3,738 in cash or certified funds within 30 days of the execution of his agreement.

Retirement Accounts, Investments, and other Benefits

69. The parties have acquired certain retirement, benefit, and investment accounts, some of which may have accrued or been contributed to during the marriage. Any premarital accounts, portions of accounts, and any appreciation or growth thereof shall be recognized as premarital and not subject to division.

70. The parties shall each be awarded their own retirement, investment, and other accounts free and clear of any claim by the other.

Marital Debt

71. During the course of the marriage the parties acquired debts or liabilities.

72. The parties represent that there are no jointly incurred debts.

73. Petitioner shall assume and hold Respondent harmless from any debts incurred in her name.

74. Respondent shall assume and hold Petitioner harmless from any debts or liabilities associated with the marital home and any debts incurred in his name.

Special Debt Provisions

75. Each party shall pay and assume any debt they incurred after their separation on or about February 6, 2024 and hold the other harmless from any liability thereon.

76. All debts or obligations apportioned among the parties within the Court's final order shall be considered non-dischargeable debts to a former spouse within the meaning of 11 U.S.C. §523 (a)(15).

77. Pursuant to Utah Code Ann. § 15-4-6.5 (as amended), the parties shall provide joint creditors notice, by service of a copy of the Decree of Divorce, once entered, that the parties are divorced and further advise said creditors of their separate and current address to take advantage of the statute's provisions that no report of the debtor's repayment practice or credit history be made regarding the joint obligation once that creditor receives notice of the Courts' order, except as otherwise provided by said statute. The parties shall inform their respective creditors of any joint allocation of responsibility for payment herein and ensure their address is kept current with creditors for purposes of the statute.

78. Pursuant to U.C.A. § 15-4-6.7 (as amended), when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Ann. §§30-3-5, 30-4-3, or 78-45-7.15, as amended, or an administrative order under Utah Code Ann. §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for

unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order. To take advantage of this statute's protections, the parties shall, provide such creditors with a copy of the Divorce Decree, their current and separate address, to take advantage of the statute's provision that the creditor may not make a claim for an unpaid medical expense against that party consistent with statute.

79. Should either party discover that the other has incurred a debt or obligation in the other's name without knowledge or permission, the party incurring the debt shall immediately notify the other party shall be liable to them for any costs or damages, including reasonable attorney fees, incurred in resolving the debt or repairing credit incident to the same.

DISCLOSURE AND WAIVER

80. The parties each indicate that there has been an adequate disclosure of assets and liabilities through the parties' respective financial disclosures. 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 and the parties waive claims to division of any other property unless property was concealed or wrongfully omitted. The debts represented herein are the only ones known to the parties. If it is determined that a party incurred a liability in the other's name without consent, that liability shall be the sole responsibility of the party incurring the debt and they shall indemnify and hold the other harmless thereon, including costs of collection, attorney fees and reimbursement for damage to the other's credit.

81. Both parties represent that the division of their property and debts is fair, equitable, and that they have compromised their claims for good and valuable consideration. Both parties waive any further claim of contribution or equalization.

ALIMONY

82. Pursuant to the factors identified in Utah Code Ann. § 81-4-101, the marriage was of short duration and alimony is not appropriate.

83. Both parties represent that they are able to financially support themselves and neither party shall be awarded alimony from the other.

ATTORNEY FEES

84. The parties shall pay their own attorney fees incurred in this action.

NAME CHANGE

85. Petitioner shall have the option to be restored the use of her former legal name of “Hayley Lynn Cox.”

MISCELLANEOUS

86. Neither party shall use the other party’s likeness, name, or personally identifying information to incur any debts or obligations and shall be liable to the other for the same, including reasonable attorney fees incurred in resolving the issue.

87. Neither party shall use the other’s personal information or knowledge of passwords or accounts to access or modify accounts or services belonging to the other and shall be liable to the other for the same, including reasonable attorney fees incurred in resolving the issue.

88. Each party shall be ordered to execute and deliver to the other party any documents necessary to implement the provisions of the Decree of Divorce once entered by the Court.

Should a party fail to execute or deliver any documents within 60 days of the entry of the Decree of Divorce the other party may bring an Order to Show Cause at the expense of the disobedient party, including reasonable attorney fees, and move the Court to order the disobedient party to execute or deliver the document personally, or ask that the Court appoint an individual to execute or deliver any documents pursuant to Utah R. Civ. P. 70.

****Entered as indicated by the Court's seal at the top of the first page****
***** END OF ORDER *****

/s/ Matthew Olsen
By Jeremy Jones with permission of:
Matthew Olsen
Attorney for Respondent

Granted via email on July 23, 2026

/s/ Tony Leblanc
By Jeremy Jones with permission of:
Tony Leblanc
Attorney for Intervenor

Granted via email on July 21, 2026

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23rd day of July 2026 a true copy of the forgoing was served by the method(s) indicated below to following:

Matthew N. Olsen OLSEN & OLSEN LAW, L.L.C. 8142 S. State St. 2 nd Fl. Midvale, UT 84047 rep@olsenfamilylaw.net <i>Attorney for Respondent</i>	() U.S. Mail, Postage Prepaid () Hand Delivered () Facsimile (X) E-File () Email
Tony Leblanc Asst. Attorney General P.O. Box 45088 Salt Lake City, UT 84145 tleblanc@agutah.gov <i>Attorney for Intervenor</i>	() U.S. Mail, Postage Prepaid () Hand Delivered () Facsimile (X) E-File () Email

Certification is further made that non-public information has been omitted, or included, per the conventions of Utah Code of Judicial Admin. R. 4-202.09.

/s/ Jeremy Jones