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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
BOSTEN LOVELESS, Petitioner, and SYDNEY LOVELESS, Respondent.	Case No. 264900855 Judge: Charles Stormont Commissioner: Michelle Blomquist

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:

1. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

2. The parties have one minor child born as issue of their marriage:

<u>Child's Initials</u>	<u>Birth Month and Year</u>
B.A.L.	May 2024

Provisions Relating to Minor Child

3. **Legal Custody:** The parties shall share joint legal custody of the minor child under the terms of the parenting plan herein.

4. **Child Custody:** Sydney is awarded primary physical custody of the parties' child, subject to Bosten's parent-time herein. Sydney resides in Utah and Bosten resides in Florida.

5. **Regular Parent-Time Until the Minor Child Turns Age 5:** Parent-time shall be as the parties agree. If the parties are unable to agree, then Bosten is awarded 3 one-week periods of parent-time each academic year. Bosten shall also be awarded 1 ten-day period of parent-time each academic year. The academic year runs from July 1 to June 30 each year.

6. Bosten's periods of parent-time must be separated by more than two weeks and he must provide at least six weeks' notice of when he intends to exercise his parent-time. Bosten shall not exercise his parent-time on the holidays awarded to Sydney below. Sydney is awarded 2 ten-day periods of parent-time per academic year that she may calendar more than two months in advance to allow her to travel with the child. Sydney will provide at least 2 months' advance notice to Bosten of these ten-day periods. Sydney may not exercise her parent-time on the holidays awarded to Bosten below.

Holiday	Mother's Years	Father's Years
Mother's Day	Always	Never
Father's Day	Never	Always
Halloween	Even	Odd
Thanksgiving	Even	Odd
Christmas Eve or Boxing Day (at their discretion)	Even	Odd
Christmas Morning and Day	Odd	Even
Child's Birthday	Even	Odd
Mother's Birthday	Always	Never
Father's Birthday	Never	Always

7. **Transportation:** The minor child will not travel unaccompanied until allowed by the airline. Bosten is solely responsible for the travel costs associated with his exercising parent-time.

8. It is expected that Bosten will finish his residency in Florida in the Summer of 2029. In the Spring of 2029, the parties shall work together to create a new parent-time schedule based on where Bosten will be living and the minor child's needs. If the parties are unable to agree, they shall attend mediation before bringing the matter before the court.

9. **Virtual Parent-Time:** Both parents shall allow the minor child phone access to the other parent for a reasonable duration and at reasonable hours depending on the age and maturity of the child.

10. **Address and Phone Number:** Each party shall keep the other party informed of his or her address and telephone number at all times.

11. **Child Support:** Sydney is currently a student at Brigham Young University-Idaho and is not currently employed. Sydney's is imputed to \$15.00 per hour, which is \$2,600.00 per month in gross income. Bosten is a medical resident at Bayonet Point Medical Center. Bosten's gross monthly income is \$5,087.00. Pursuant to the Utah child support worksheet, Bosten would pay child support to Sydney in the amount of \$595.00. As a deviation, Bosten will pay \$600.00 per month beginning July 1, 2026.

12. Child support will be paid until (1) the minor child reaches the age of majority or reaches his normal and anticipated high school graduation date, 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).

13. The person entitled to receive child support is 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. All administrative fees and costs of income withholding assessed by the Office of Recovery Services will be paid by Bosten.

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

15. Medical Insurance Coverage: The party who can obtain the best coverage and at the most affordable cost shall maintain in force health insurance for the minor child, so long as the insurance coverage is accessible to the child. If at any time the child is covered by the insurance plans of both parents, Sydney's plan shall be designated the primary coverage and Bosten's plan shall be secondary coverage for the child. 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 should retain the same designation and 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.

16. Medical Insurance Premiums: Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child'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. Pursuant to U.C.A. 81-6-208 a parent who provides insurance may receive credit against the child support or recover the other parent's portion of the premium.

17. Out-of-Pocket Medical Expenses: Each party shall pay half of all reasonable and necessary health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses of the parties' minor child including, but not limited to: out-of-pocket costs actually paid by either parent for the minor child's portion of health, therapeutic, orthodontic, optical, hospital, dental and other medical insurance coverage and all reasonable and necessary uninsured health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses, including deductibles and co-payments, incurred for the dependent child and actually paid by either parent. Either parent who incurs these out-of-pocket medical expenses for the parties' minor child shall provide written verification of the costs and payment of such expenses to the other parent within thirty (30) days of payment, and the other parent will reimburse them within 30 days of receiving verification. Under U.C.A. 81-6-208(8), 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.

18. Childcare: Each party is responsible and liable for one-half of the reasonable childcare costs actually incurred as a result of the parties' work pursuant to U.C.A. 81-6-209. Both parties' portions of these childcare costs shall be paid directly to the childcare provider in a timely manner.

19. Claiming the Child on Taxes: The parties shall alternate who may claim the child on his or her state or federal taxes beginning with Bosten claiming the child for the 2026 tax year. Sydney will cooperate in signing Form 8332 in tax years that Bosten may claim the child.

20. Bosten's ability to claim the minor child is conditioned on his being current on December 31st of that tax year in his child support obligations to Sydney.

21. Extra-curricular Activities: The parties shall discuss which extra-curricular activities the child should participate in. The parties shall support the child in these extra-curricular activities, financially and otherwise sharing the cost equally, whenever they have agreed on a child's involvement in any activity in writing. A parent who enrolls a child in an activity without discussing it with the other parent (and obtaining their agreement in writing) is solely responsible for the associated costs. A parent shall provide receipts for payment of extra-curricular expenses or school fees to the other parent within 30 days of incurring or paying the expense. The other parent shall reimburse within 30 days of receiving the proof from the paying parent.

PARENTING PLAN PROVISIONS

22. Mutual Restraining Order: The parties shall be restrained from disparaging the other party to or in the presence of the child and are to instruct third-parties to also be so restrained. Both parties shall be restrained from discussing the legal action or divorce finances with or in the presence of the child and are to instruct third-parties to also be so restrained. The parties shall be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

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

24. Educational Information: Both parties have the right to obtain educational information on the child directly from educators and counselors without the necessity of going through the other party or getting their permission.

25. Each party will be listed as a parent for the purposes of school contact or medical care provider contact.

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

27. Communication: The parties shall communicate in writing regarding matters involving the minor child. The child will never be used as a messenger. Communication will be respectful and at no time will it be sarcastic or derogatory. Communication will be limited to matters

involving the minor child such as their health, activities, and well-being. In the event of a child's medical emergency, each party will promptly notify the other.

28. Out of State Travel: A parent who travels out of Utah with the child will provide the other parent with an itinerary as described in U.C.A. 81-9-202(19)(a).

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

30. Decision making: It is anticipated that parental decisions will be required for major decisions in raising the child, including, but not limited to, medical, dental, psychological treatment/counseling, and education. When these issues arise, the parents will discuss the issues. Each parent will give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parties will seek input from the treating physicians or educators. Both parents will be provided with such input.

31. If the parents cannot agree after making a good faith effort to come to an agreed-upon decision, Sydney will have “presumptive decision-making authority.” This level of authority will allow her the right to make a preliminary decision that she will then communicate to Bosten. If Bosten believes that the decision is contrary to the best interests of the child, Bosten will have the right to seek review thereof through the court.

32. Emergency Medical Decisions: The parent who has the child at the time he 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.

33. Day-to-Day Decisions: Whichever parent has the child in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

34. Implementation of Treatment: Each of the parties will facilitate, help and promote the taking of medication or other regimens of therapy for the child as prescribed by a doctor.

35. Mediation before Litigation: If the parties have a dispute concerning an issue addressed in the 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.

36. Tattooing, Body Piercing, and Permanent Cosmetics: Neither parent will or allow others to permanently change the appearance of the body of the child, including but not limited to body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

37. Both parties will use age-appropriate discipline and teaching with the child. Physical punishment, corporal punishment, light deprivation, food deprivation, or other inappropriate discipline methods will never be used by the parties. Nor will the parties allow third parties to use these discipline methods.

38. The parties have historically raised the child in The Church of Jesus Christ of Latter-Day Saints. It is reasonable and proper that he shall receive the customary ordinances and rites at the traditional ages.

END OF PARENTING PLAN PROVISIONS

Provisions Relating to Debts and Obligations

39. During the course of the marriage, the parties have not acquired any outstanding debts and obligations.

40. Each party is solely responsible for the debts held in his or her separate name and will hold the other party harmless therefrom. Both parties are restrained from incurring any new debt using the other parties' name, image, or social security number.

41. The parties shall notify respective creditors regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

Provisions Relating to Personal Property

42. **Vehicles:** Bosten is awarded the 2013 Hyundai Elantra and the 2013 Sante Fe Hyundai as his separate property. Sydney will obtain her own auto insurance beginning July 1, 2026. Bosten will provide Sydney with the title to the Santa Fe, and Sydney will sign over and deliver title to the Santa Fe to Bosten within 2 weeks of receiving the title from Bosten.

43. **Personal Property:** Bosten is awarded the contents of the marital home. Each party is awarded the items in his or her possession or control as separate property.

44. **Accounts:** The parties have already divided their personal accounts and there are no jointly held accounts. Each party is awarded the accounts held in his or her own name as separate property.

45. **Businesses:** During the course of the marriage, the parties have not acquired an interest in any business entities.

Provisions Relating to Retirement Accounts

46. Retirement Accounts: Each party is awarded the retirement accounts in his or her own name as separate property.

Provisions Relating to Real Property

47. Real Property: During the marriage, the parties have not acquired an interest in real property.

Miscellaneous Provisions

48. Alimony: Neither party is awarded alimony from the other. Both parties waive any claim to alimony past, present, or future.

49. Life Insurance: Bosten shall maintain in force a policy of insurance on his life, having a benefit payable of at least one year's salary, naming Sydney as Trustee for the benefit of the minor child, until the child has attained the age of 18 years or graduates from high school in the child's normal and expected year of graduation, whichever last occurs. Further, Bosten is ordered to provide proof to Sydney annually that such insurance is in full force and effect, as set forth above. Copies of the pertinent provisions of the Decree shall be provided to the life insurance company and the beneficiary designation shall not be changed without a subsequent court order or written stipulation of the parties.

50. Restoration of Maiden Name: Sydney's name is restored to Sydney Nicole Mills.

51. Attorney's Fees: Each party shall pay his or her own attorney's fees and costs.

52. Delivery of Documents: Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court.

[END OF COURT ORDER. SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ James Hunnicut

James Hunnicut

Attorney for Petitioner

**Electronically signed with permission given on 7/29/2026*

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

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 Sydney'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 20th day of July 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

James Hunnicut

jim@dolowitzhunnicutt.com

Attorney for Petitioner

/s/ Tyra West

Tyra West

Paralegal for Kelli J. Larson

