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| IN THE THIRD JUDICIAL DISTRICT COURT,<br>IN AND FOR SALT LAKE COUNTY, STATE OF UTAH                                                                                         |                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>In the Matter of the Marriage of:</b><br><br><b>NICHOLAS S.A. MOORE,</b><br><b>Petitioner,</b><br><br><b>and</b><br><br><b>SHANNON H.D. MOORE,</b><br><b>Respondent.</b> | <b>DECREE OF DIVORCE</b><br><br><b>Case No.: 264902643</b><br><br><b>Judge: BRERETON</b><br><b>Commissioner: BLOMQUIST</b> |

Petitioner,, Nicholas S.A. Moore (hereinafter "Nicholas" or "Nick") initiated this action with the filing of his *Verified Petition for Decree of Divorce* on May 20, 2026. Respondent, Shannon H.D. Moore (hereinafter "Shannon") was duly served and filed an *Answer and Counter Petition for Decree of Divorce* on June 17, 2026. The parties later executed a written *Stipulation and Marital Settlement Agreement*, which is on file with the Court. Based thereon, and Petitioner's *Declaration of Jurisdiction and Grounds*, and having made and entered *Findings of Fact and Conclusions of Law*, and for good cause appearing, the Court now ORDERS, ADJUDGES, and DECREES as follows:

### **PARTIES, JURISDICTION, AND GROUNDS**

1. Nicholas is a bona fide resident of Salt Lake County, State of Utah, and has been for at least three (3) months immediately prior to the filing of this action.
2. Jurisdiction is proper in this court pursuant to Utah Code Ann. §§78A-5-102, 81-4-402, 81-1-101 *et seq.* (the Uniform Interstate Family Support Act), and 81-11-101 *et seq.* (the Uniform Child Custody Jurisdiction and Enforcement Act).
3. Venue is proper in this court pursuant to Utah Code Ann. §81-4-402.
4. The parties were married on March 24, 2022 in Broward County, State of Florida.
5. The parties have not separated, and continue to cohabit.
6. During the course of the marriage the parties have experienced difficulties that cannot be reconciled, and which have prevented them from pursuing a viable marriage relationship, and therefore the parties are hereby granted a mutual Decree of Divorce severing the bonds of matrimony, pursuant to Utah Code Ann. §81-4-405(1)(h).

#### **DISCLOSURES REGARDING CHILDREN**

7. The parties are the parents of two (2) minor children who have been born during the marriage, to wit: C.J.P.M., born June 14, 2022, and T.C.A.M., born March 20, 2025.
8. No other children are expected.

**9.** The minor children are bona fide residents of the State of Utah and have been for at least six (6) months prior to the filing of this action; hence, Utah is the home state of the minor children.

**10.** The parties are unaware of any other person(s) not a party to the action who has or claims to have any custody or parent-time rights to the minor children.

**11.** The parties have not participated in and are unaware of any pending custody litigation concerning the parties' minor children.

**12.** There are no proceedings in the juvenile court of this state or any other state concerning the minor children.

### **CUSTODY AND PARENT-TIME**

**13.** Legal and Physical Custody. The parties shall be awarded joint legal and joint physical custody of the minor children pursuant to the *Parenting Plan* contained herein.

**14.** Relocation to Billings, Montana. On or about July 29, 2026, the parties and the minor children shall relocate to Billings, Montana. Nicholas has already secured housing for himself for Billings. Shannon shall secure her own housing in Billings. On a temporary basis, Shannon intends to rent on a week-by-week basis from her prior landlord in Billings.

**15.** Parent-time. Beginning July 30, 2026, the parties shall begin exercising an equal parent-time schedule according to the schedule set forth in Utah Code Ann. §81-9-305 as follows:

|                   | <b>Mond<br/>ay</b>  | <b>Tuesd<br/>ay</b> | <b>Wednes<br/>day</b> | <b>Thursd<br/>ay</b> | <b>Friday</b>       | <b>Satur<br/>day</b> | <b>Sunda<br/>y</b>  |
|-------------------|---------------------|---------------------|-----------------------|----------------------|---------------------|----------------------|---------------------|
| <b>Week<br/>1</b> | <b>Shann<br/>on</b> | <b>Shann<br/>on</b> | <b>Nick</b>           | <b>Nick</b>          | <b>Nick</b>         | <b>Nick</b>          | <b>Nick</b>         |
| <b>Week<br/>2</b> | <b>Shann<br/>on</b> | <b>Shann<br/>on</b> | <b>Nick</b>           | <b>Nick</b>          | <b>Shann<br/>on</b> | <b>Shann<br/>on</b>  | <b>Shann<br/>on</b> |

a. Notwithstanding the overnight right of first refusal set forth herein, Shannon shall be entitled to care for the children anytime Nick is working for six (6) hours or longer. In other words, if Nick is working, the right of first refusal shall be six (6) hours. If Nick is not working, the right of first refusal shall be for overnight or longer as set forth in paragraph 19 herein.

#### PARENTING PLAN

**16. Primary Residential Parent.** Unless the parties agree otherwise, Shannon shall be designated as the primary residential parent for purposes of where the children attend school.

**17. Relocation.** If, at any point, either party intends to relocate more than 150 miles from Billings, Montana, the parties shall be bound by the notice requirements found in Utah Code Ann. §81-9-209. In addition, if the proposed relocation makes equal parent-time unworkable, the parties shall meet in mediation in an attempt to review and modify custody and parent-time prior to filing a Petition to Modify custody and parent-time with the Court.

**18. Transportation for Parent-time.** The parent beginning their parent-time shall provide the necessary transportation for exchanging the children. Exchanges may occur as part of pick-up and drop-off at school or day care as applicable. The parties shall work together in good faith to modify transportation arrangements for the children according to changing school and work schedules.

**19. Right of First Refusal.** The parties shall be awarded an overnight right of first refusal whereby if a parent is unable to provide direct care for the children for overnight or longer, that parent shall offer the right to provide the care for the children to the other parent before any other surrogate care provider. The parent exercising the right of first refusal shall provide all related transportation for the children.

**20. Surrogate Care.** Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent. The parent using surrogate care shall also provide the other parent with the name, current address, and telephone number of all surrogate care providers.

**21. Holiday Parent-time.** Holiday parent-time shall be governed by the schedule set forth in Utah Code Ann. §81-9-303, with Shannon being designated as the custodial parent for purposes of the holiday schedule only. While the children are not in school, for any holidays that begin based on

the time that school is dismissed, the parties shall utilize the holiday calendar for the school district in which Shannon lives.

**22. Extended Summer Parent-time.** Extended summer parent-time with each parent shall be as set forth in Utah Code Ann. §81-9-305, with each parent being entitled to designate two (2) consecutive weeks to exercise uninterrupted parent-time. The two weeks shall take precedence over all holidays except for Mother's Day and Father's Day. In other words, neither party may exercise any of their extended summer parent-time over a holiday that belongs to the other parent for that year. The parties shall share the responsibility to transport the children in connection with the exercise of extended summer parent-time, with the parent who is commencing their time with the children being responsible to pick up the children. Notice of extended parent-time dates shall be provided as follows:

**a.** Commencing with the 2027 calendar year and in all odd-numbered years thereafter, Nicholas shall provide written notice of his extended summer parent-time dates on or before May 1<sup>st</sup> and thereafter, Shannon shall designate her time on or before May 15<sup>th</sup>.

**b.** Commencing with the 2028 calendar year and in all even-numbered years thereafter, Shannon shall provide written notice of her extended summer parent-time dates on or before

May 1<sup>st</sup> and thereafter, Nicholas shall designate his time on or before May 15<sup>th</sup>.

**c.** If a parent fails to provide notification within the time periods described above, the complying parent's election takes precedence. If both parents fail to provide notice within the time periods described above, the first parent who provided notice shall have their election take precedence.

**23. Safety Plan.** Neither party shall drink alcohol or use other substances to the point of intoxication, use illegal drugs, or use prescribed drugs in a manner inconsistent with their prescribed use both during parent-time and within 24 hours prior to exercising parent-time.

**a.** If either party has a reasonable suspicion that the other party has violated this Safety Plan, they may request that the other party submit to a 17-panel hair follicle test and an 18-panel lab urinalysis test (including additional alcohol, hallucinogen and kratom panels), within 24 hours of the request being made, pursuant to the following:

- i. The hair follicle and urinalysis tests shall be completed with an accredited lab.
- ii. The lab urinalysis test shall be observed by an authorized professional at said facility.

- iii. The parties shall be prohibited from taking actions that would modify the results of the drug testing, such as bleaching, dying, treating, or cutting hair, etc.
- iv. The testing party shall immediately sign a release for the other party and their counsel to receive all test results, documents, information, etc. directly from the facility.
- v. If a party fails to take a requested test within the said 24-hour time frame, or does anything to tamper with their hair, urine, the test, or the test results, the ultimate drug test result shall be deemed "positive."
- vi. The requesting party shall pay for the cost of the tests. However, if the other party fails to complete the testing within the 24-hour time frame; tampers with their hair, urine, the test, or test results; or, the results are positive on one or both tests, the requesting party shall be entitled to a full reimbursement from the testing party for those costs.
- vii. Notwithstanding anything contained in this paragraph 23, the parties shall specify a test that measures only excessive alcohol use, not reasonable amounts of alcohol.

**b.** If the hair follicle and/or urinalysis test is positive, then the testing party's right to parent-time shall be immediately suspended pending further court order.

**24. Travel.** Whenever the minor children travel with either parent out of state, all of the following shall be provided to the other parent at least thirty (30) days in advance of travel:

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

**25. Romantic Partners.** Neither parent shall introduce a romantic partner to the children until the relationship has been exclusive for at least six (6) months and the parent reasonably believes the relationship may become long-term. A romantic partner shall not stay overnight while the children are present until the relationship has been ongoing for at least six (6) months, unless otherwise agreed to in writing by the other parent. A parent introducing a new partner to the children shall provide the other parent with the partner's full name and date of birth and notify the other parent before the introduction takes place. If the other parent wishes to meet the

new partner prior to the introduction to the children taking place, the parties shall work together to arrange a mutually agreeable date and time for that to occur.

**26. Communication Between Parties.** The parties shall have civil, written communication regarding the children using the Our Family Wizard app and shall utilize telephone calls only in the event of an emergency involving the minor children. Each party shall pay their own costs for using the app. The parties shall use the app to calendar parent-time and events and to reimburse one another for the children's expenses as necessary. Third parties including new romantic partners shall not be involved in the parties' communication regarding the children except in case of an emergency.

**27. Decision Making.** Each parent has authority to make minor day-to-day decisions concerning the minor children while the children are in the care of that parent. Each parent also has authority to make emergency medical decisions concerning the children while the children are in the care of that parent. As soon as the child arrives at the hospital or medical facility, the parent caring for the child shall immediately contact the other parent regarding the emergency.

**a.** The parties shall share all major decisions concerning their minor children's health, medical care, education, religious upbringing, and general welfare. The parties shall use the following decision-making procedure as their guide:

- i. The parties shall initially identify the issue;
- ii. The parties shall research the issue and possible solutions related to the issue and listen to and understand each other's perspectives;
- iii. The parties shall brainstorm in good faith all possible solutions related to that specific issue, including consulting a professional in the area of expertise (e.g. doctors, teachers, dentists, therapists, etc.) and shall attempt to reach an agreement based on said recommendation.

**28. Resolving Disputes.** If the parties cannot reach a mutual decision regarding the minor children after brainstorming solutions in good faith and consulting with the appropriate professional as prescribed herein, then the parties shall participate in non-binding mediation or another alternative dispute resolution process, with each party paying one-half of the associated cost. If the parties are unable to come to a consensus in alternative dispute resolution, neither parent shall have final say. In the event of an emergency decision, the parties shall follow the recommendations of the appropriate professional. Either parent may then seek judicial review and determination of the decision, with the prevailing party being awarded their attorney fees and costs of court. Additionally, if the Court finds that a parent has used or frustrated the dispute resolution

process without good reason, Nicholas and Shannon understand the Court may award attorney's fees and other financial sanctions to the parent who prevails in the resolution of the dispute.

**29. Minor Children's Schedules.** The parties shall work together to ensure that the children follow the same age-appropriate sleep schedule in both homes.

**30. Special Considerations.** The parents agree that the following provisions are in the best interest of the minor children, and they shall follow them as part of their Parenting Plan:

- a.** The visitation and parent-time schedules as set forth above are preferable to a court-imposed solution.
- b.** The parent-time schedule shall be utilized to maximize the continuity and stability of the minor children.
- c.** Special consideration shall be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant life events in the lives of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- d.** Ongoing relationships between the children and a parent's extended family members shall be permitted and encouraged. Any visitation by relatives shall take place during the parent's

scheduled parent-time except as the parties can agree otherwise.

**e.** The children's regular school hours shall not be interrupted for parent-time.

**f.** If, due to emergency circumstances, a parent will be late or is unable to be present to pick-up or deliver the minor children, then that parent shall notify the other as soon as possible to advise them and make appropriate alternate arrangements.

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

**h.** Unless notice is otherwise provided to both parties by the school, event organizer, etc., each parent shall notify the other parent within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which a minor child is participating or being honored, and both parents are entitled to attend and participate fully in those functions.

**i.** Both parents shall have unlimited access to the minor children's school, including full access to all school reports, homework, teachers, and other school staff.

- j.** Both parents shall have unlimited access to all records concerning the minor children, including medical records.
- k.** Each parent shall notify the other parent immediately in the event of a medical emergency involving a minor child.
- l.** Each parent shall provide the other with a current address and telephone number within twenty-four (24) hours of any change.
- m.** Each parent shall enjoy telephone, video conference, email, letters, text, or other alternative forms of contact with the minor children at reasonable times and places, considering the children's bedtimes and the other parent's schedule. The children may contact the other parent at any time they desire using any method available. The children shall enjoy privacy during their virtual parent-time with the other parent. Neither parent shall interfere with or monitor virtual parent-time between the children and the other parent.

**31. Co-Parenting Principles.** The parties shall also adopt and follow the following principles:

- a.** We agree to create a new co-parenting relationship based on trust and respect.
- b.** We agree to create a cooperative co-parenting relationship.

- c.** We understand we are creating a new relationship from this point forward.
- d.** We recognize that co-parenting requires us to have a business-like relationship rather than our former personal relationship.
- e.** We recognize that the minor children's self-esteem is affected by having a positive perception of both parents. We agree to say only positive things about our co-parent, emphasizing parental strengths as much as possible.
- f.** We agree to treat each other as we would like to be treated.
- g.** We agree to be flexible to build goodwill with each other.
- h.** We agree to communicate frequently regarding the best interests of the minor children and to return messages within 24 hours via Our Family Wizard.
- i.** We agree to conduct our communications in a business-like manner without assuming intents, placing blame, or disputing what happened in the past.
- j.** We agree to keep our communications productive and if a meeting becomes heated or overly emotional, we agree to reschedule that meeting.

**k.** In our communications, we agree to not put down or otherwise show disrespect to the other parent and maintain respectful and productive dialogue.

**l.** We understand that we shall share information and complaints in a factual and respectful manner. We agree to receive complaints without taking personal offense.

**m.** We recognize that the minor children have extended family relationships and agree to accommodate our co-parent's reasonable requests to take the children to special family events.

**n.** We understand that the minor children will grow up in two homes (Mom's house and Dad's house) and may be loved and supported by all family members in both homes.

**o.** We recognize that while we have the opportunity to influence the other parent, we have no power to control each other.

**p.** We agree that we shall focus on problem solving rather than fighting. We understand that in order to solve a problem, we may need to share information or postpone a conversation until we have obtained more information regarding the problem or issue. We understand it is helpful to share ideas and research as we work toward a resolution.

**q.** We recognize that relationship problems are best solved on a one-on-one basis. We agree not to triangulate others in our problem solving. Therefore, if the child has a problem with one parent, then the child and that parent alone shall solve the problem.

**r.** We agree not to use the minor children as messengers or problem solvers.

**s.** We agree to allow the minor children to love both parents.

**t.** We recognize that as the minor children grow older, their friends, school, and extracurricular activities will become more significant in their lives. Consequently, it is helpful to have the children provide input to our time-sharing schedule and design ways to ensure meaningful time with both parents.

**u.** We recognize that at times the minor children may not enjoy going back and forth between homes because it interrupts their lives. We agree to be supportive of the children spending meaningful time with both of their parents according to our time-sharing schedule and to enforce, encourage, and support the time-sharing schedule. If the children express a strong desire to skip a time-sharing opportunity, then the children and the parent involved shall work through the issue one-on-one and arrange substitute time wherever possible.

**v.** We agree to discuss discipline and other child-rearing problems and reach a consensus whenever possible on parenting strategies. We understand that if we act consistently and as a united front the minor children will feel more secure and will not play one parent against the other. Despite the foregoing, we agree that neither parent may use any form of corporal punishment as a disciplinary measure for the minor children and that we shall prevent any third parties (including relatives) from using the same.

**w.** We recognize that we have strengths and weaknesses. Each parent is responsible for their choices and accountable for their mistakes. We agree to learn from our mistakes and do the repair work where necessary. We understand that forgiveness is a process that primarily benefits the forgiver. Therefore, we understand that we can model forgiveness to the minor children by healing our feelings and choosing to be respectful to the other parent.

**x.** We recognize that contention and especially litigation between us can cause the minor children to suffer emotional and behavioral problems. We agree to use good faith, reasonable efforts to resolve differences and solve problems without the need for litigation.

**y.** We agree to be courteous and respectful when exchanging the minor children.

**z.** We agree to not discuss any financial issues or other significant issues in the presence of the minor children.

**aa.** We agree to provide each other with privacy during our respective scheduled parent-time and not to interrupt the other parent's time with requests for excessive virtual contact with the children or other tethering behaviors.

## **FINANCIAL SUPPORT OF THE MINOR CHILDREN**

### **CHILD SUPPORT**

**32.** Child support shall be calculated and awarded to Shannon using a Joint Custody Child Support Worksheet pursuant to Utah Code Ann. §81-6-101 *et seq.*

**33.** Nicholas presently earns \$29,167 in gross monthly income for child support purposes. Shannon is unemployed and shall be imputed at \$0 in gross monthly income for child support purposes. The parties agree, and the Court finds, there is good cause to impute \$0 in gross monthly income to Shannon given that she has no recent work history and has been a stay-at-home parent for the entirety of the minor children's lives, and given the

special needs of C.J.P.M., who is on the autism spectrum, which presently requires Shannon's presence in the home.

**34.** Based on the parties' incomes as set forth above, child support shall be calculated and paid as follows:

- a.** Beginning September 1, 2026, Nicholas shall pay Shannon \$3,080.00 in child support, based on a 60/40 parent time schedule. This calculation constitutes a specific deviation from the parties' parent time agreements detailed above.
- b.** Beginning August 1, 2033, Nick shall pay Shannon child support using the parties' then-current incomes, based on Nicholas having 182 overnights and Shannon having 183 overnights.

**35.** Child support shall be paid one-half (1/2) by the 5<sup>th</sup> day of each month and one-half (1/2) by the 20<sup>th</sup> day of each month.

**36.** Child support shall be paid until a minor child attains the age of eighteen (18) years or graduates from high school during their normal and expected year of graduation, whichever is later. Further, when a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support awarded shall be automatically adjusted to reflect the base combined child support obligation shown in the table for the remaining number of children due child support, unless otherwise provided. The

award may not be reduced by a per child amount derived from the base child support originally ordered.

**37.** In order to collect the child support, the obligee parent shall be entitled, if he or she so chooses, to mandatory income withholding relief pursuant to Utah Code Ann. §§62A-11-401, *et seq.*, and 62A-11-501, *et seq.* Said income withholding procedure shall apply to existing and future payors of the non-custodial parent. All withheld income shall be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah, 84145-0011, until such time as the obligor party no longer owes child support to the obligee party. Should the obligee parent elect this income withholding procedure the obligor parent shall be ordered to pay any administrative fee for such service.

**38.** In the event the obligee parent does not elect to exercise his or her right to collect child support by mandatory withholding through the Office of Recovery Services, the obligor parent shall be entitled to pay the support directly to the obligee parent (direct deposit, Venmo, or the like shall suffice).

**39.** Under Utah Code Ann. §81-6-212(5), the parties have a right to adjust a child support order by motion after three (3) years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate child support worksheet; (2) the difference is not of a temporary nature; and (3) the amount previously ordered does not deviate from the child support guidelines. Under

Utah Code Ann. §62A-11-306.2, if a child receives TANF benefits at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

**40.** Under Utah Code Ann. §§81-6-212(3) and (4), the parties have a right to modify a child support order at any time by petition if there has been a substantial change in circumstances because of (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, 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 may not be applied to justify a decrease in the award.

#### EXTRACURRICULAR ACTIVITY COSTS

**41.** The parties shall be required to pay equally for the minor children's extracurricular activities so long as the activity is agreed upon in writing by both parties before the children are enrolled in the activity.

#### SCHOOL EXPENSES

**42.** Nicholas shall be required to pay the minor children's necessary school fees, including private school tuition if private school is agreed upon by the parties in consultation with the appropriate professional(s) pursuant to paragraph 43 below, beginning with preschool and up through and including high school.

**43.** The parties agree that C.J.P.M. has special needs and that he shall be assessed as soon as possible in Billings regarding his need for speech therapy (in which he is already enrolled in Utah and was previously enrolled in Billings) (ST), occupational therapy (OT), and applied behavioral analysis (ABA) therapy. The parties shall follow the recommendations of the appropriate professional(s) regarding C.J.P.M.'s therapeutic and educational needs, including whether C.J.P.M. shall be enrolled in any services (ST, OT, and/or ABA) and whether it is in C.J.P.M.'s best interests to attend public or private school and the need for an Individualized Education Program (IEP). In the event that T.C.A.M. demonstrates a possible need for special services, the parties shall have him similarly assessed and to follow the recommendations of the appropriate professional(s) consistent with this paragraph.

#### HEALTH AND DENTAL INSURANCE AND EXPENSES.

**44.** The parents shall provide health and dental insurance for the medical and dental expenses of the minor children if the insurance is available to them at a reasonable cost.

**45.** Nicholas is providing health and dental insurance coverage for the minor children and anticipates that he will continue to do so. Nicholas is currently providing health and dental insurance coverage for Shannon. Nicholas shall not remove Shannon from either of these policies until the Decree of Divorce is signed.

**46.** If both parties provide health and dental insurance coverage for the minor children, neither party shall be required to contribute to the premiums of the other party as long as such insurance is available and maintained by each party.

**47.** If, at any point in time, the dependent children are covered by the health or dental insurance plans of both parents, the most comprehensive health or dental insurance plan shall be primary. If a parent remarries and his or her dependent children are not covered by that parent's health or dental insurance plan but are covered by a step-parent's plan, the health or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

**48.** The parent ordered to maintain insurance shall provide verification of coverage to the other parent, and/or to the Office of Recovery Services under

Title IV of the Social Security Act, 42 U.S.C. Section 602, *et seq.*, upon initial enrollment of the dependent children, and after initial enrollment on or before January 2<sup>nd</sup> of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 602, *et seq.*, of any change of the insurance carrier, premium amount, or benefits within thirty (30) calendar days of the date that the parent knew or should have known of the change.

**49.** The parents shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of health insurance. The parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium.

**50.** The minor children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the children shall be calculated by dividing the premium amount (the numerator) by the number of persons covered under the policy (the denominator) and multiplying the result by the number of minor children in this case who are covered by such a policy. The resulting number shall be divided by two to account for each party's share of the costs associated with the children's portion of the overall insurance premiums.

**51.** The parties shall share equally the costs of any and all non-covered medical, dental, vision, orthodontic, and mental health expenses of the minor children, including deductibles and co-payments.

**52.** A parent who incurs medical or dental expenses for the children shall be required to provide the other parent with written verification of the expense and payment to the other party within thirty (30) days of payment. The other party shall then reimburse the parent who has incurred the expense within thirty (30) days of receiving the verification. Pursuant to Utah Code Ann. §81-6-208(10), the parent who fails to comply with this requirement may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses. The burden of proving that such proof of expenses has been provided shall be upon the parent making the claim for reimbursement.

**53.** With regard to contributions from either parent, neither parent shall be required to provide coverage, contributions, or co-payments for any medical or dental procedure that is incurred primarily for cosmetic purposes without his or her express written consent. This does not include orthodontic work, contact lenses, or psychological treatment.

#### CHILD CARE COSTS

**54.** The parties agree, and the Court finds, that good cause exists to deviate from Utah Code Ann. §81-6-209 regarding childcare costs. Specifically, the parties agree that they shall each be solely responsible for any childcare costs

they may incur during their parent time. The parties acknowledge that any childcare expenses may be higher given C.J.P.M.'s special needs.

### **INCOME TAXES**

**55.** Beginning with the 2026 tax year, the parties shall be required to file separate income tax returns and equally divide the income tax exemptions for the minor children.

**a.** While there are two minor children eligible to be claimed, Nicholas shall be entitled to claim the oldest child for any and all income tax purposes and Shannon shall be entitled to claim the youngest child for any and all income tax purposes.

**b.** When there is one minor child eligible to be claimed, Nicholas shall be entitled to claim the child in even-numbered years, and Shannon shall be entitled to claim the child in all odd-numbered years.

**56.** Either party's right to claim a child for income tax purposes shall be contingent on that party being current with all of his or her child-related financial obligations by December 31<sup>st</sup> of the tax year in question, regardless of when the obligation came due and owing.

### **PROPERTY**

REAL PROPERTY

**57.** During the course of the marriage, the parties did not acquire an ownership interest in any real property.

PERSONAL PROPERTY

**58.** The parties have acquired various items of personal property during the marriage, which shall be divided between the parties as follows:

**a.** Property Awarded to Nicholas

- i. Nicholas shall be awarded the 2016 Dodge Journey free and clear of any claim or interest by Shannon.
- ii. Books, records, artwork, and family heirlooms.
- iii. Any property not awarded to Shannon below.
- iv. Any separate, premarital or inherited property.

**b.** Property Awarded to Shannon

- i. Any separate, premarital, or inherited property.
- ii. Any and all of the contents of the marital residence that Shannon wishes to take, with the exception of the property awarded to Nicholas hereinabove.

BANK ACCOUNTS

**59.** The parties acquired certain bank accounts during the marriage. The joint checking account shall be equally divided and closed no later than September 1, 2026. Nicholas' JPMorgan Chase account (x4788) with an approximate balance of \$507.67 shall also be equally divided between the

parties no later than September 1, 2026. Nicholas shall be awarded the Bank of Montreal account (x515) as his sole and separate property.

#### RETIREMENT/STOCK/INVESTMENT ACCOUNTS

**60.** Nicholas acquired certain retirement, stock, and investment accounts during the marriage. The marital portion of any such retirement accounts (including but not limited to Nicholas' Fidelity Brokerage Services (approx. balance of \$3,056.06) and TIAA (approx. balance of \$1,161.97) shall be divided equally between the parties as of the date of the Decree of Divorce. Nicholas shall make a cash payment to Shannon equal to one-half of the value of the retirement accounts (approx. \$2,109) within ninety (90) days of the entry of the date of the Decree of Divorce.

#### DEBTS

**61.** The parties acquired certain debts, obligations, and liabilities during the marriage. Each party shall be solely responsible for their own respective debts incurred individually or in their own name, and shall indemnify and hold the other party harmless therefrom. Each party shall be required to notify respective creditors or obligees regarding the Court's division of debts, obligations or liabilities, and the parties' separate, current addresses. If either party is an authorized user on the other party's credit card accounts(s), they shall remove the other party as a user no later than September 1, 2026.

### **ALIMONY**

**62.** Alimony shall be paid by Nicholas to Shannon as follows:

**a.** Beginning September 1, 2026, Nicholas shall pay \$2,777 per month to Shannon for a period of thirty-six (36) months, payable one-half by the 5<sup>th</sup> of the month and one-half by the 20<sup>th</sup> of the month.

**b.** Alimony shall end upon Shannon's cohabitation (as that term is defined in Utah Code Ann. §81-4-505(2)(a) and Utah case law), Shannon's remarriage, either party's death, or payment of alimony for the 36-month period defined above, whichever occurs first.

### **LIFE INSURANCE**

**63.** Nicholas shall obtain a life insurance policy in an amount sufficient to cover his alimony and child support obligations set forth herein and shall designate Shannon as the beneficiary of the life insurance policy in an amount sufficient to cover his child support and alimony obligations in full. In acknowledgement of the fact that obtaining a new policy is often more expensive than adjusting the beneficiary(ies) of a presently existing policy, Nicholas shall be permitted to make adjustments to the beneficiary(ies) of his life insurance policy as his alimony and child support obligations decrease over time, but in no event shall Shannon be designated as the beneficiary of an amount less than Nicholas' then-remaining alimony and

child support obligations. Nicholas shall provide proof of said life insurance on or before January 15<sup>th</sup> of each calendar year until all alimony and child support obligations herein are satisfied.

#### **PROPERTY SETTLEMENT PAYMENT**

**64.** Nicholas shall pay the sum total of \$30,000.00 to Shannon as and for a global property settlement payment, which shall be paid in installments as follows:

- a.** Nicholas shall pay \$3,000.00 by July 31, 2026, which amount shall be credited towards the \$30,000.00.
- b.** Nicholas shall also pay the cost of a rental vehicle for Shannon beginning July 31, 2026 and ending September 15, 2026, which amount shall not be credited towards the \$30,000.00.
- c.** Nicholas shall pay the remaining \$27,000.00 no later than September 15, 2026.
- d.** The property settlement payment shall not be taxable to Shannon.

#### **MOVING EXPENSES**

**65.** As indicated above, the parties shall be relocating to Billings, Montana on or about July 29, 2026. Nicholas shall be solely responsible for all moving expenses associated with the relocation of the parties and the minor children to Billings.

### **MUTUAL RESTRAINING ORDERS**

**66.** Each party shall be restrained and enjoined from saying or doing anything derogatory against the other in the presence of the minor children.

**67.** Each party shall be restrained and enjoined from harassing, annoying, or otherwise bothering the other party or their family members.

**68.** Each party shall be restrained and enjoined from committing, trying to commit, or threatening to commit any form of violence against the other. This includes stalking, threatening, physically hurting or causing any other form of abuse.

**69.** The parties shall treat each other civilly and with respect, and shall respect each other's privacy, and shall not insult, demean, or disparage the other.

**70.** Each party shall be restrained and enjoined from accessing electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts; or from interfering with the other party's telephone, utilities, insurance, email, social media, or other services.

**71.** Each party shall be restrained and enjoined from charging, incurring, or causing to be incurred any liability or obligation based on the credit or name of the other. Also, to the extent that either party's name is on any existing account(s) utilized by either party, the party awarded the account or responsibility for the payment of the debt or obligation on the account shall have the other party's name removed from the account as soon as practicable, or the account shall be closed, to include utility accounts and credit card accounts.

**72.** Each party shall be permanently restrained from inducing or allowing a third party (including relatives) to do what they themselves are prohibited from doing under the paragraphs listed above and shall have the affirmative duty to use their best efforts to prevent third parties from such violations or shall remove the children from such circumstances if they are present. If a third party violates any of the Mutual Restraining Orders set forth herein, including insulting, demeaning, or disparaging either parent, the third party shall be required to immediately leave the premises.

### **NAME CHANGE**

**73.** Shannon shall be immediately restored to the use of her former name of "Shannon Heather Dawn Connolly" should she so choose.

### **ATTORNEY FEES**

**74.** Each party shall be solely responsible for their own attorney fees and costs of court incurred in connection with this proceeding. The mediator's fees have been shared equally.

**COMPLIANCE WITH FINAL DECREE OF DIVORCE**

**75.** Both parties shall be required to sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the Decree of Divorce to be entered by the Court in this matter. Should a party fail to execute or deliver any document within sixty (60) days of the date of entry of the Decree of Divorce, the other party may bring a Motion to Enforce Order and for Sanctions 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 documents personally or designate some other person to execute the documents under Utah R. Civ. P. 70.

**MEDIATION REQUIREMENT**

**76.** Prior to any petition to modify being filed to change any provision of the final Decree of Divorce, the parties shall first attempt to resolve the issue through mediation, with each party paying one-half (1/2) of the mediator's fees. This mediation requirement does not apply to motions to enforce.

**\*\*END OF DECREE OF DIVORCE\*\*  
COURT SIGNATURE AND DATE APPEAR AT TOP OF FIRST PAGE.**

**APPROVED AS TO FORM** this 3<sup>rd</sup> day of August, 2026

/s/ Stephanie Chipley

STEPHANIE CHIPLEY

Attorney for Respondent

\*Electronic signature affixed by  
counsel with permission of Ms.  
Chipley via email dated 8/3/24.

**NOTICE TO RESPONDENT**

Pursuant to Utah Rule of Civil Procedure 7(j)(4), this Order will be filed with the above-entitled Court seven (7) days after service upon you and submitted to the District Court Judge for signature. Your Objection, if any, must be filed with the Court within seven (7) days after service.

DATED this 31<sup>st</sup> day of July, 2026.

ARNOLD, WADSWORTH &  
COGGINS

/s/ Cobie Spevak  
Attorney for Petitioner

**CERTIFICATE OF SERVICE**

I hereby certify that on this 31<sup>st</sup> day of July, 2026, I caused a true and correct copy of the foregoing to be served via email to:

Stephanie Chipley  
Attorney for Respondent  
schipley@parsonsbehle.com

/s/ Cobie Spevak