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

In the matter of the marriage of

DECREE OF DIVORCE

TIMOTHY HEWLETT,
Petitioner,

and

PRISCILLA HEWLETT,
Respondent.

Case No. 254903980
Judge Laura Scott
Commissioner Joanna Sagers

The parties stipulated to a full and final resolution of all issues raised in this matter pursuant to a Stipulation and Settlement agreement reached on April 11, 2023. The Court, being fully advised, now FINDS, ORDERS ADJUDGES, and DECREES:

- 1. NUNC PRO TUNC:** The parties are awarded this nunc pro tunc Decree of Divorce to be deemed as effective as of August 1, 2023.
- 2. RESIDENCY:** Respondent is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to filing of this action.

3. **MARRIAGE STATISTICS:** The parties were married on December 9, 2004 in American Fork, Utah, United States.
4. **GROUND:** Irreconcilable differences have arisen between the parties, which differences have made the continuation of the marriage impossible.
5. **MINOR CHILDREN:** The following are minor children of the parties:
- a. C.H. – born August of 2007.
 - b. S.H. – born June of 2009.
 - c. P.H. – born February of 2011.
 - d. No further children are expected.
6. **CUSTODY/PARENT TIME:** Mother is awarded sole custody of their minor children with Mother being designated as the primary and residential parent. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mom	Mom	Mom	Dad	Dad	Dad	Mom
Mom	Mom	Mom	Mom	Mom	Mom	Mom

- a. The Father's alternating weekend shall begin Thursday after school (or when he arrives in Utah if school is not in session) until Sunday evening when he leaves Utah.

B. SUMMARY TIME:

- i. The Father shall receive up to four weeks in two two-week periods when school is not in session at the option of the Father, including

weekends normally exercised by the Mother; the two two-week periods shall be uninterrupted time for the Father separated by at least two weeks.

- ii. The Mother shall also have two uninterrupted weeks in the summer.

7. **NOTIFICATION OF EXTENDED PARENT-TIME:** Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1 each year for first option parent and May 15 for second option parent. The Father shall have first choice of extended time in odd numbered years and the Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

8. **HOLIDAYS:** The holidays shall be as the parties agree. If the parties cannot agree, the holidays will be according to Utah Code Ann. §30-3-35 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday 6 p.m. on the Friday before holiday to 7 p.m. day of holiday
Father	Mother	President's Day 6 p.m. on the Friday before holiday to 7 p.m. day of holiday
Mother	Father	Spring Break from 6 p.m. on the day school lets out to Sunday 7 p.m.
Father	Mother	Memorial Day on Friday at 6 p.m. to Monday at 7 p.m.
Mother	Father	July 4th 6 p.m. day before holiday the day after at 6 p.m.
Father	Mother	July 24th 6 p.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day 6 p.m. on Friday to 7 p.m. on Monday
Mother	Father	U.E.A. Weekend 6 p.m. on the day school lets out to 7 p.m. on Sunday
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	Thanksgiving 7 p.m. on Wednesday to 7 p.m. on Sunday
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day until December 27 at 7 p.m.

Father	Mother	Second Half of Christmas Vacation beginning December 27 at 7 p.m. with return the day before school resumes at 7 p.m.
Mother	Father	The Day Before or After Child's Birthday 3 p.m. to 9 p.m.
Father	Mother	Child's Actual Birthday 3 p.m. to 9 p.m.
Father	Father	Father's Day 9 a.m. to 7 p.m.
Mother	Mother	Mother's Day 9 a.m. to 7 p.m.

9. LEGAL CUSTODY: The parties shall have joint legal custody. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the parties will mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

10. MEDICAL:

a. The parties will seek care from a reputable pediatrician for the children and specialists that the pediatrician recommends, when needed. The parents shall make decisions decision mutually regarding the children's medical care. If the parties cannot come an agreement, they shall abide by the recommendations of the attending doctor.

b. The parties will use Dr. Lund as the dentist and Horsley Orthodontics as the orthodontist for the children and specialists that their dentist recommends, when need. The parents shall make decisions mutually regarding the children's

dental care. If the parties cannot come to an agreement they shall abide by the recommendation of the attending dentist or orthodontist.

c. Emergency and sick care shall be attended immediately by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes for emergency or same day care and within 24 hours for any regular medical or dental appointment, and the parent who has the parent time shall attend the appointment. If it is emergency care, both parents shall be able to attend the care.

11. SEPARATE ACCOUNTS: According to Utah Code Ann. §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

12. EDUCATION PLAN: Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

13. RELIGION: The parties have no religious preferences and the children shall be able to attend services with the respective parent on their parent time.

14. COMMUNICATION: The parties will discuss all parenting concerns by text or e-mail at any time needed and will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

15. TELEPHONE AND VIRTUAL CONTACT WITH CHILDREN: Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of text and email privileged and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at

reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

16. TRAVEL: When the children travel with either parent out of state, all of the following will be provided to the other parent at least 24 hours prior to departure:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached;
- d. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.
- e. Both parties shall have unfettered access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

17. CHANGE OF ADDRESS: The parties shall notify each other 60 days before changing addresses. The parties shall give notice within 24 hours of a move in writing via mail or email to give the other parent the new contact information. The parties shall also give new telephone numbers and emails within 24-hours of a change.

18. NOTIFICATION OF CHILDREN'S EVENTS: The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extra-curricular activities and

sporting events their children may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

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

20. MUTUAL RESTRAINING ORDERS:

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

c. The parties will not use their children to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any children's activity.

d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally or, in

writing, or otherwise. Both parties are mutually restrained from harassing, stalking, or threatening the other party.

e. Both parties are restrained from using the likeness, image or credit of the other for any purpose.

f. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

21. DISPUTE RESOLUTION: If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future shall an emergency arise which would make formal negotiation not practical.

22. ACTIVITY COSTS: Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an

expense for a child's extracurricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extracurricular activities and the parent who signs up the child shall notify the other party within 24 hours of receiving the calendar or any change.

23. THIRD PARTY TRANSPORTATION: A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the other parent is aware of the identity of the individual, and the receiving parent will be with the children by overnight.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

24. CHILD SUPPORT: Child support shall be calculated as according to Utah Code Ann. §78B-12-201 *et seq.* Mother's gross monthly income is imputed to \$2,080 per month. The Father's gross monthly income is \$13,650 per month. The support has been calculated according to the Sole Physical Custody Worksheet. The Father's child support obligation shall be \$2,182 per month. Child support shall commence upon the signing of the Decree of Divorce. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

25. MEDICAL/DENTAL EXPENSES: The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §78B-12-212. The Father is currently providing said insurance.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

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

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

e. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

26. CHILD CARE EXPENSES: The parties shall adopt Utah Code Ann. §78B-12-214, and each parent shall equally share the reasonable work-related childcare expenses for the minor children.

27. DEPENDENCY EXEMPTION: The parties will share the dependency exemption/tax credit for the minor children as follows:

a. While there are three minor children, the parties will alternate the dependency exemption/tax credit for the minor children. The Mother will claim 2 oldest children in odd-numbered tax years and the oldest child for even-numbered

tax years and the Father will claim 2 youngest children in even-numbered years and youngest child for odd-numbered tax years.

b. While there are two minor children, the parties will each receive one child as a dependency exemption tax credit. Mother will claim the oldest child and father will claim the youngest child.

c. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and the Father will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

d. The Father is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of the applicable tax year.

28. TAXES: The parties will file joint tax returns for 2022. The parties will equally share in any cost of preparation of taxes. The parties will equally share any tax refund or tax liability.

29. REAL PROPERTY: The parties acquired a marital property located at 1212 W Groves View Drive, South Jordan, UT 84095.

a. Until the home is sold or refinanced, Mother will pay the mortgage payments on the home, taxes, and insurance associated with the home. The Mother will also pay the utility payments and any other costs associated with the marital property.

b. Father shall be allowed to reside in the basement of the home during his parent-time, as long as alimony is owing.

c. The Mother agrees to sell or refinance their home at the latest by June 30, 2035 or upon cohabitation or remarriage. The home shall be listed for sale by an agreed upon realtor. The parties shall equally split any net equity (minus cost of sale and realtor fees) from the sale at the time the home is sold.

d. If there is a disagreement about the home, the parties shall mediate before court action.

30. PERSONAL PROPERTY: During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description</i>	<i>Awarded to:</i>
2016 Honda Pilot	Priscilla
GMC Sierra	Timothy

a. Exchange of the above items shall immediately

b. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

31. DEBTS: The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

A. ACCUMULATION OF DEBT: Neither party will incur any additional liability on joint credit cards.

B. OTHER DEBTS: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Shall other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

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

32. CHECKING AND SAVING ACCOUNTS: Each party will be awarded monies in their own separate checking and savings accounts. The joint accounts shall be equally divided and Mother's name shall be removed from the existing joint checking account (Wells Fargo) within 14 days of the stipulation.

33. RETIREMENT ACCOUNTS: The parties shall equally divide the marital portion of all retirement, pension, 401k, and IRA, and will divide the amount with each receiving ½ of the marital portion with the division date as the entry of the Decree of Divorce. The parties shall equally split the cost associated with splitting the accounts, if any.

34. BUSINESS INTEREST: Father shall be awarded 100% of the business interest in TD Sports, LLC and all associated income, assets, intellectual property, debts, liability, and tax consequences.

35. NAME: Mother will have the option of restoring her name to Golladay.

36. ALIMONY: The Father shall pay Mother \$2,500 per month for a term of half of the length of the marriage unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Equal payments will be made on the 5th and the 20th of each month. Alimony will commence on April 1, 2023. The Father can make the mortgage payment and deduct the amount from his alimony and child support amount owing.

37. DEEDS AND TITLES: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

38. ATTORNEY FEES AND COSTS: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

APPROVAL BY THE COURT:

The Court's electronic signature will appear on the front top right corner of this document approving this Order.

APPROVED AS TO FORM:

/s/ T. Jake Hinkins
T. Jake Hinkins

Attorney for Opposing party
**signed with permission given via email*

NOTICE TO PARTIES ABOVE-NAMED

Pursuant to Utah Rules of Civil Procedure 7(j)(4), this Order will be filed with the Court within seven (7) days after service upon you. Your objections, if any, must be filed with the Court within seven (7) days after services.

CERTIFICATE OF SERVICE

I hereby certify that I caused to be delivered, a true and correct copy of the foregoing document to the following on the 18 day of August, 2026, by the method of service indicated:

T. Jake Hinkins	☐ Hand Delivery
jake@andersonhinkins.com	☐ U.S. Mail
Taylor L. Broadhead	☐ Facsimile
taylor@andersonhinkins.com	☒ Electronic Filing
David Overson	☐ Email
david@andersonhinkins.com	

/s/ Diana I. Olmedo
Diana I. Olmedo