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

In the Matter of the Marriage of:

Naomi Christine Morgan,

Petitioner,

and

Tyson Shane Morgan,

Respondent.

DECREE OF DIVORCE

Civil No. 264903502

Judge Stephen Nelson

Commissioner Renee Blocher

The Court, having reviewed the Settlement Agreement and Stipulation for Divorce (the “Stipulation”) submitted by the parties (“Naomi” and “Tyson”), being fully advised in the premises, and having entered the Findings of Fact and Conclusions of Law, hereby **ORDERS, ADJUDGES, AND DECREES:**

1. Divorce. The parties are hereby granted a divorce from each other and the marriage between is dissolved.
2. Residency and Jurisdiction. The parties are bona fide residents of Salt Lake County, State of Utah and have therein resided for at least three (3) months immediately prior to the commencement of this action.

3. Marriage Information. The parties are husband and wife having been married on July 17, 2017 in Davis County Utah.
4. Separation. The parties separated on May 31, 2024.
5. Grounds. During the course of the marriage, irreconcilable differences have arisen destroying the legitimate bonds of matrimony and making continuation of the marriage relationship impossible.
6. Minor Children. The parties have two minor children: OFM born December 2021 and TTM born July 2024. No other children are expected.
7. Home State Jurisdiction. The minor children have lived in Utah for at least six (6) consecutive months immediately before the commencement of this child custody proceeding, and Utah is the minor children's home state, pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act. Accordingly, this Court has jurisdiction to make initial child custody determinations with respect to the minor children.
8. Child Support Jurisdiction. This Court has jurisdiction to enter child support orders, pursuant to Utah Code §§81-6-104(1) et seq. (Utah Child Support Act) and Utah Code §§78B-14-101 et seq. (Utah Uniform Interstate Family Support Act).
9. Legal Custody. Naomi is awarded sole legal custody of the minor children.
10. Physical Custody. Naomi is awarded primary legal custody of the minor children. Tyson's parent time shall be as the parties agree. If the parties cannot agree, Tyson's parent time shall be as follows:
 - a. Until TTM reaches the age of five, Tyson's weekly and holiday parent time for both children shall be pursuant to Utah Code 81-9-304.

b. Once TTM turns five, Tyson's weekly and holiday parent time shall be pursuant to Utah Code 81-9-302.

11. Summer Parent Time. Each parent shall be entitled to two (2) weeks of uninterrupted summer parent-time during the summer months when school is not in session. In calendar years ending in an even number, Naomi shall have the first choice of summer parent-time. In calendar years ending in an odd number, Tyson shall have the first choice. The parent with first choice shall provide the other parent with written notice of their selected summer parent-time by May 1st. The other parent shall provide written notice of their selected summer parent-time by May 15th. If the parent with first choice fails to provide notice by May 1st, the other parent shall be entitled to first choice for that year. Summer parent-time shall not interfere with the other parent's scheduled holiday parent-time.

12. Right of First Refusal. Each parent shall have the right of first refusal to provide care for the minor children in the event the parent with the children is unavailable to do so for a period of four hours or longer during their scheduled parent-time, provided that the parent receiving notice is personally available and willing to provide the care and all transportation.

13. Transportation. Transportation for parent-time exchanges shall be as the parties agree. If the parties are unable to agree, parent-time exchanges shall be as follows: The party beginning parent-time shall provide the transportation for the parent-time exchange, which shall occur at the other parent's residence. A third party who possesses a valid driver's license and is known to the minor children may facilitate transportation for parent-time exchanges.

14. Relocation. Utah Code 81-9-209 will govern the parties' relocations if either party moves 90 miles or more away from their current residence.

PARENTING PLAN

15. The parties shall abide by the following parenting plan:
- a. Special consideration should be given by each party to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either party which may inadvertently conflict with the parent-time schedule.
 - b. Each party shall provide the other with his or her current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
 - c. Each party shall permit and encourage during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges, telephone, and virtual parent-time if the equipment is reasonably available. The child shall be permitted to call either parent when he desires.
 - d. During the time that the child is with each of the parties, the day-to-day decisions shall be made by the party who has the child with him or her. Both parties have the right to make emergency decisions affecting the health, safety or welfare of the child when the child is in his or her care.
 - e. Both parties shall notify each other of any significant illness the child may have when the child is at their individual homes.

f. Each party is restrained from speaking in a disparaging manner concerning the other party in the presence of the child. Further, each of the parties is obligated to exercise their best efforts in preventing friends, relatives, or other family members from speaking disparagingly of the other party in the presence of the child.

g. Whenever a parent travels with the child out of state, the traveling parent shall provide a detailed itinerary of travel dates and destinations, names and contact information for at least one available third persons traveling with the child (if available), and where the child or traveling parent can be reached. Such itineraries shall be provided no later than seven days prior to departure. A parent must obtain the consent of the other parent prior to traveling internationally with the child.

h. Both parties shall keep the child out of adult issues or disputes between the parties and should not communicate with the other party through the child.

i. Both parties shall encourage a relationship with the child and other party and do nothing to diminish the love and respect the child has for the other party.

j. Both parties shall be restricted from exposing the child to any inappropriate forms of entertainment, sexual material, or overly violent media.

k. Neither party shall drink alcohol or use illegal drugs or have alcohol or illegal drugs at their home during their parent time.

16. Communications. All communications between the parties shall be civil and respectful, reasonable in duration, time of day, number, frequency, and should be limited to matters directly

related to the children, and should be in writing absent an emergency involving the children necessitating immediate contact of the other party.

17. Medical Insurance. The parties shall maintain medical and dental insurance for the benefit of the minor children where available at a reasonable cost. Naomi currently provides medical and dental insurance for the children and shall continue to do so as long as it is available at a reasonable cost.

18. If at any point in time, the child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Naomi shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Tyson shall be secondary coverage for the dependent child. 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 child. The duty to provide support for the child in the form of medical expenses is considered part of both parties' child support obligation.

19. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor children's portion of insurance. The minor children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor 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 minor children in the instant case

20. Medical, Dental and Other Health Care Expenses. The parties shall share equally all co-payments and any reasonable uninsured costs incurred for the benefit of the parties' minor child including medical, dental, optical, orthodontia, psychological and other such expenses. The parent incurring such an expense should provide written verification of the expense to the other parent within thirty (30) days of receiving notice of the final out-of-pocket expense. The other parent shall pay their portion of the incurred expense within thirty (30) days of receipt of written verification of the final expense.

21. Medical Billing for a Minor Child. Pursuant to Utah Code 15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical/dental services. 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, nor may the creditor make a negative credit report under Utah Code §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

22. Taxes and Child-Related Tax Deductions. Tyson shall be entitled to claim OFM each year as a dependent for income tax purposes. Naomi shall be entitled to claim TTM each year as a dependent for income tax purposes. The parties are ordered to execute and deliver any and all documents required to effectuate the parties' deduction.

23. Extracurricular Activities. The parties shall equally divide the cost of extracurricular activities for the minor child so long as the parties have mutually agreed to the activity in writing prior to the minor child being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the minor child in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days.

24. School Registration and Fees. The parties shall equally divide all reasonable and necessary school registration and school fees for the minor children. Proof of payment shall be provided by the party incurring the cost to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days.

25. Child Support. Naomi's gross monthly income is \$3,813. Tyson's gross monthly income fluctuates but the parties agreed that it should be imputed at \$2,950. Tyson's child support obligation is \$602 commencing August 1, 2026. Unless the Court orders otherwise, support for a child terminates at the time: (1) the 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) the 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.

26. Real Property. The parties do not own any real property.

27. Vehicles. Naomi is awarded the 2015 Ford Focus as her sole and separate property subject to all debts and expenses associated with that vehicle. If the Ford Focus is titled in both

parties' names, within 30 days of signing the Stipulation, the parties shall sign any required documents to title that vehicle in the sole name of Naomi.

28. Personal Property. Except as otherwise provided herein, each party is awarded all personal property in their possession.

29. Checking and Savings Accounts. Each party is awarded all checking, savings, and Venmo accounts in their individual names.

30. Stocks, Options, and Retirement Accounts. Each party is awarded all stocks, options and retirement accounts in their individual names.

31. Alimony. Both parties are capable of supporting themselves, therefore no alimony is necessary and is forever waived.

32. Life Insurance. Each party is awarded any life insurance policies in their individual names.

33. Debts and Obligations. The parties are not aware of any marital debts. Each party shall be solely responsible for all debts in their individual names.

34. Documentation. Each party is ordered to execute and deliver such documents as are required to implement the provisions of orders to be entered by the Court, including removing the other party from any debts for which a party is responsible. The parties shall cooperate reasonably with each other, in person or through counsel to implement the final Court orders. Each party shall provide continuing assurance, upon reasonable request, of compliance with all provisions hereof, and the terms of the final Decree.

35. Mediation. The parties shall attend mediation prior to filing a Petition to Modify the Decree of Divorce. Each party shall pay one-half the cost of mediation.

36. Attorneys' Fees. Each party shall pay their own attorneys' fees.

**Court's signature appears at the top of the first page of this Order.
END OF COURT ORDER**

APPROVED AS TO FORM:

/s/ Tyson Shane Morgan (electronically signed by Adam Kaas)

Tyson Morgan's original AdobeSign signature on file at Richards Kaas

Tyson Shane Morgan

Respondent