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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, SKYLER MORGAN, Petitioner, and MICHON MORGAN, Respondent.	DECREE OF DIVORCE CIVIL NO. 264902851 JUDGE LINDA JONES COMMISSIONER MICHELLE BLOMQUIST

WHEREFORE, the Court having entered its *Findings of Fact and Conclusions of Law*,
and for good cause appearing, hereby,

ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

PARTIES, JURISDICTION, AND VENUE

1. Petitioner 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. Respondent is a bona fide resident of Salt Lake County, State of Utah, or was so for at least three (3) months immediately prior to the filing of this action.
3. The parties are currently married.
4. Jurisdiction is proper in this Court pursuant to Utah Code Ann. § 78A-5-102.

5. Venue is proper in this Court pursuant to Utah Code Ann. § 78B-3-301.

GROUND

6. The parties were married on, or about, November 15, 2019, in Salt Lake County, State of Utah.

7. The parties separated on, or before, June 24, 2023.

8. Petitioner shall be granted a divorce from Respondent, pursuant to U.C.A. § 81-4-405(1)(b), based upon Respondent's infidelity.

PROVISIONS RELATED TO CHILDREN

9. The parties have three (3) minor children born of their marriage, to wit:

- a. A.M., born December 19, 2014;
- b. K.M., born August 11, 2016; and
- c. C.M., born December 27, 2021.
- d. No other children are expected.

10. 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. Utah is the home state of the minor children.

11. Petitioner is 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 child.

12. Petitioner is unaware of any party or witness to, or participated in any other litigation concerning the custody, child support, or parent-time of the parties' minor

children; nor do the parties have information about any custody, child support, or parent-time proceeding concerning the minor children in this State or any other state or country.

13. Petitioner is unaware of any proceedings in the Juvenile Court concerning the minor children, aside from the protective order matter mentioned herein.

14. Petitioner is currently receiving government benefits for himself and/or the minor children.

CUSTODY

15. Petitioner shall be awarded sole legal and physical custody.

16. Respondent has been significantly absent from the minor children's lives due to her substance abuse and mental health issues. Respondent's parent-time with the minor children shall start only after she provides verification that she is abstinent from all mind-altering substances and actively participating in mental health treatment by way of drug testing and a letter from her mental health provider.

17. Accordingly, the parties shall share parent-time as they may agree, but if they cannot agree, then Respondent shall have parent-time as follows:

- a. Upon demonstrating that she is abstinent from all mind-altering substances (alternatively "sober") and actively receiving mental health treatment, Respondent shall have supervised parent-time, which shall be supervised by a professional supervisor at her expense or a mutually agreeable third-party, for

two hours once per week for the first three months after her reintroduction to the minor children.

- b. Thereafter, Respondent shall have continued supervised parent-time, as described above, for two hours twice per week for the next three months.
- c. Thereafter, Respondent shall have parent-time, which should be unsupervised, if she has remained sober for no less than six months, for four hours twice per week for the next three months.
- d. Thereafter, Respondent shall have parent-time, which shall be unsupervised, if she has remained sober for no less than nine months, for four hours each week and eight hours on alternating weekends.
- e. If Respondent consistently exercises the parent-time described above during the one-year reintroduction period, has remained sober, and has received the appropriate mental health treatment, then she can move this Court to permit her to exercise parent-time in accordance with U.C.A. § 81-9-302.

18. Respondent shall be ordered to submit to drug testing upon request from Petitioner. Respondent shall submit to the form of testing requested by Petitioner (e.g., hair or nail) within 24 hours of Petitioner's request.

- a. Petitioner shall set up the drug testing at a facility in Salt Lake County and shall pay the upfront cost. If the test is dirty, then Respondent shall reimburse Petitioner for the cost of testing.

- b. If Respondent tests positive for any mind-altering substance, then her parent-time shall be suspended pending further order of this Court.

19. Each party shall be responsible for making the day-to-day decisions for the children when the children are in the parties' respective care.

CHILD SUPPORT

20. Child support shall be calculated pursuant to the Utah Child Support Act, U.C.A. §81-6-10, et seq. The parties' support obligation shall be calculated based on the sole physical custody worksheet. Based upon Petitioner's gross monthly income of \$3,488.00, and Respondent's imputed gross monthly income of \$4,000.00, Respondent's child support obligation to Petitioner shall be \$869.00 per month beginning on August 1, 2026.

21. Child support for the children shall continue until the month that a child becomes 18 years of age, or until the month of that child's normal and expected date of graduation from high school, whichever occurs later, or that child otherwise meets the provisions of U.C.A. §78B-12-219.

22. Pursuant to U.C.A. §78B-12-210(8), the parties have a right to adjust the base child support order by motion after three years from entry of this agreement 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.

23. Pursuant to U.C.A. §78B-12-210(8) and (9), the parties have a right to modify the base 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 children; or (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.

24. Petitioner shall be entitled to claim the minor children for tax purposes in each and every year.

INSURANCE

25. Medical and Insurance Costs: The parties shall be responsible for providing health insurance for the benefit of the minor children if available from their employment at a reasonable cost. Otherwise, the parties shall work together to obtain health insurance for the minor children at a reasonable cost. Each party shall pay one-half of the out-of-pocket cost of the medical and dental insurance premium actually paid for

the minor children's portion of the medical and dental insurance as provided in U.C.A. § 81-6-208.

26. Pursuant to U.C.A. § 81-6-208(9), at any time when the parties are sharing the cost of the health insurance premium, the minor children's portion of the premium is a per capita share 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 coverage.

27. Both parties shall share equally in all uninsured routine medical and dental expenses [including but not limited to one-half of expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma] as well as other reasonable and necessary uninsured medical and dental expenses of the minor children, in accordance with Utah Code Annotated § 81-6-208.

28. Both parties shall ensure that in-network providers that are covered by the insurance coverage are used for the children. If a party uses an out-of-network provider, they shall get the permission of the other party first, or they shall be solely responsible for any costs.

29. The party incurring a healthcare expense on behalf of the minor children shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment.

30. The other party shall have thirty (30) days from receiving written verification to reimburse the party that incurred the expense.

31. A party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to provide the above verification within the thirty-day time period.

32. Pursuant to Utah Code Annotated §§15-4-6.7, 81-3-105, and 81-4-406(3), when a court order has been entered providing for payment of medical expenses of a minor child pursuant to Utah Code Annotated §§ 81-6-208, 81-4-204, or 81-6-208, or an administrative order under §62A-22-326, a creditor who has been provided with a copy of the order may not make a claim for unpaid medical expenses against a party who has paid in full that share of medical and dental expenses required to be paid by the party under the order.

33. Therefore, each party shall:

- a. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child;
- b. Notify the particular creditor of that party's current address;
- c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that party under the order and also inform the particular creditor that it may not make a negative credit report under §70C-7-107 or a report of the debtor's

repayment practices or credit history under Title 7, Chapter 14 Credit Information Exchange, regarding a party who has paid in full that share of the medical and dental expenses required to be paid by that party under the order.

34. Each party shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses.

35. The party who maintains health insurance shall provide verification of coverage to the other party, upon initial enrollment of the minor child, and thereafter on or before January 2nd of each calendar year.

36. The party who maintains insurance shall provide written notice to the other party of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

37. Pursuant to U.C.A. § 81-6-208(7)(a), if at any time a minor child is covered by both parties' health, hospital, or dental insurance plans, Petitioner's health, hospital, or dental insurance plan shall be considered the primary insurance coverage, and Respondent's health, hospital, or dental insurance plan shall be considered secondary insurance coverage.

CHILD CARE AND EXTRACURRICULAR ACTIVITIES

38. The parties shall share equally the expenses for work, career, or occupational training-related childcare expenses.

39. The parent incurring childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

a. The parent incurring childcare expenses should provide written proof of the payment within thirty (30) days, or he or she is denied the right to reimbursement.

b. The parent should notify the other parent of any change of the childcare provider or cost within 30 calendar days of the change.

40. The parties shall share equally the costs for the minor children's school fees and the costs for extracurricular activities that are agreed upon in writing.

PERSONAL PROPERTY

41. During the course of the marriage, the parties acquired certain items of personal property which should be divided equitably between the parties.

42. Petitioner is awarded his vehicle, subject to the debt thereon.

43. The parties are awarded the personal property in his, or her, possession.

REAL PROPERTY

44. No real property was acquired during the course of the marriage.

DEBT AND FINANCIAL

45. Each party is awarded all financial accounts in his, or her, name.

46. All debts incurred after the parties' separation is the sole responsibility of the party incurring said debt.

47. Each party is awarded all 401(k)s, pensions, investment accounts, or other like financial assets in his, or her, name.

ALIMONY

48. The parties are independently and separately self-sufficient.

49. Accordingly, neither party is awarded alimony.

MUTUAL RESTRAINTS

50. Both parties are restrained from saying or doing anything that would tend to diminish the love and affection of a child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to a child about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation.

51. Both parties are restrained from making visitation arrangements through the children or from using the minor children as messengers.

52. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children.

53. Both parties are mutually restrained from permitting third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violation or shall remove the children from such circumstances.

54. Neither party shall use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or post to websites such as Facebook or other social media.

55. All contact and communication between the parties shall be via email or text, except for medical emergencies, which may be and shall be communicated via telephone immediately.

56. Both parties are restrained from coming to the home, workplace, or places where the other party is known to be present without the other party's express permission. Prearranged parent-time exchanges are an express exception to this restraint.

MISCELLANEOUS PROVISIONS

57. Respondent is entitled to return to her maiden name should she so desire.

58. Each party is responsible for their own attorney's fees.

*******END OF ORDER*******

[SIGNATURE OF COURT TO APPEAR AT THE TOP OF PAGE ONE]