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Attorney for Makayla Nikole Carter

IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH
450 S. State St., P.O. Box 1860, Salt Lake City, UT 84111

In the Matter of the Marriage of

MAKAYLA NIKOLE CARTER

and

AUSTIN JENE REYNOLDS-CARTER

DECREE OF DIVORCE

Case No. 254906165

Judge Robert Faust
Commissioner Russell Minas

The above-captioned matter has come before the Court for disposition based on the parties' Stipulation and Settlement Agreement (the "Stipulation"), filed with the Court on or about July 2, 2026. The Court, having reviewed the parties' Stipulation, finding the terms thereof to be fair and reasonable, having made its Findings of Fact and Conclusions of Law, and being fully informed in the premises,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED:

Divorce

1. The marriage of the parties is hereby terminated, and the parties are granted a Decree of Divorce, said Decree to become final automatically upon the date of signing and entry by the Court, pursuant to the provisions of Utah Code 81-4-406(5)-(6).

Child Custody and Parent-Time

2. There are two minor children born or adopted between the parties, to wit: K.J.C (DOB 07/06/2023) and B.M.C (DOB 05/07/2026).

3. It is in the best interest of the minor children that the parties be awarded joint physical and joint legal custody of the minor children. The parties shall be governed by the Joint Custody Parenting Plan set forth herein. Parent-time with the minor children shall be as the parties may agree. If the parties are unable to agree on a parent-time schedule, Austin shall have parent-time with the minor children as follows:

a. Austin will have both children every Tuesday and Thursday 5:30 pm – 8:30 pm, except that while they have earlier bedtimes, they will return to Makayla 30 min prior to their bedtimes.

b. Austin will have the following weekend time with K.J.C. through May 7, 2027:

i. One overnight Friday, July 17, 2026 at 5:30 pm – Saturday, July 18, 2026 at 7 pm;

ii. Two overnights Friday, July 31 at 5:30 pm- Sunday August 2 at 7 pm; and

iii. Three overnights every other weekend starting Friday, August 14, 2026 at 5:30 pm – Monday, August 17, 2026 at 8:30 am.

iv. Austin will thereafter be assigned every other weekend from Friday evening at 5:30 pm to Monday morning at 8:30 am.

c. Austin will have the following weekend time with B.M.C. through May 7, 2027:

- i. Saturday, July 18, 2026 from 10am – 7pm;
- ii. Saturday and Sunday, August 1-2 and August 15-16 from 10am – 7pm;
- iii. Thereafter every other Saturday and Sunday 10am – 7pm until May 7, 2027.
- iv. Following May 7, 2027, on Austin's next weekend, he will have B.M.C. Friday overnight, then on his next weekend will have B.M.C. Friday and Saturday overnights, then beginning his next weekend will have the children on the same schedule.
- v. For holiday and expanded parent time which occurs prior to May 7, 2027, Austin may, at his option, have parent time with B.M.C. from 10am – 7pm for each day he is assigned.

d. Following the weekend overnights step-up for B.M.C. described above after May 7, 2027, Austin's weekends will begin on Thursday at 5:30 pm and end Monday at 8:30 am, for a total of 4 overnights in each 14-day period.

4. The parties shall follow the holiday parent-time schedule in UCA 81-9-302(12) with Austin designated as the non-custodial parent for holiday purposes

a. A parent exercising parent-time for a child's birthday may bring other siblings along for the child's birthday.

b. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

c. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are dismissed for the holiday and ending the evening before any child returns to school.

5. Summer/Extended Parent Time. Beginning 2027, extended parent time shall be as follows:

a. Each parent shall be allowed a two-week block of uninterrupted parent time for vacation when school is not in session and for a period of time not including a holiday assigned to the other parent.

b. Austin shall be allowed an additional two-week block of parent time during which Makayla shall be allowed midweek parent time with the children.

c. *Final Week Before School Starts*. Austin's summer/extended parent time shall be scheduled to ensure that the children spend the final week of each summer/extended break with Makayla, with Austin taking his normal parent time.

d. *Deadlines to Schedule Extended Time*. Makayla and Austin shall each provide notification to the other parent of their plans for the exercise of their extended parent-time for summer break. Parents will observe the following notification schedule:

i. In odd-numbered years:

1. Austin shall provide notice to Makayla by May 1; and
 2. Makayla shall provide notice to Austin by May 15; and
- ii. In even-numbered years:
1. Makayla shall provide notice to Austin by May 1; and
 2. Austin shall provide notice to Makayla by May 15.
- iii. If either parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.
- iv. If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

e. *Virtual Parent Time.* During each parent's extended parent time, the other parent's rights to virtual parent time as described below will continue as normal.

6. Parent Time Changes and Priority. In accordance with Utah Code 81-9-302(6) changes may not be made to the parent-time schedule above without mutual agreement, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- a. the holiday schedule for Mother's Day or Father's Day
- b. the holiday schedule for the children's birthdays, unless a parent is exercising uninterrupted extended parent-time under Subsection (4) and takes the children away from that parent's residence during the uninterrupted extended parent-time;

c. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the children's birthdays;

d. extended parent-time; and

e. the schedule for weekday or weekend parent-time.

7. The parties shall reevaluate this schedule in or about March, 2028 to explore the best interests of the children and whether Austin's parent time shall be expanded. If the parents cannot agree, they will participate in mediation with each paying half the cost. If they still cannot agree, either parent may file a petition to modify and parents stipulate to a significant change in circumstances, given the ages of the children and the imminent start of school for K.J.C.

Child Support

8. Makayla is currently employed by Albertson's Companies and has a gross monthly income of \$8,670.00 for the purposes of child support.

9. Austin is currently employed by Bell Janitorial and has a gross monthly income of \$7,887.00 for the purposes of child support.

10. The joint custody worksheet shall be used in calculating the child support amount using the parties' current gross monthly income.

11. Pursuant to U.C.A. 81-6-101 *et seq.* Child support shall be entered as follows:

a. Beginning July 1, 2026 Austin shall be ordered to pay Makayla monthly child support in the amount of \$1,073.00 per month, the sum is known as the base child support award, for the minor children of the parties, pursuant to the Uniform Child Support Guidelines, until a child become 18 years of age, or has graduated from high school

during the child's normal and expected year of graduation, whichever occurs later. 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 award is automatically adjusted based on the remaining children and the incomes from the most recent support order. When the parties begin to follow the 4/14 overnights joint physical custody set forth above, child support shall automatically reduce to \$987.00 per month as of July 1, 2027.

b. The base child support award shall be reduced by 50% for each minor child for time periods during which such minor child is with the noncustodial parent by order for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any agreement by the parties for reduction of child support during extended parent time shall be approved by the Office of Recovery Services. However, normal parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement. c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure shall apply to existing and future payors. 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 no longer owes child support to the obligee.

c. Arrears will be paid as follows:

- i. Austin will pay child support arrears beginning December 1, 2025
– April 30, 2026, a period of 5 months, at \$676 per month for a

total of \$3,380; and \$1,073 per month beginning May 1, 2026 – June 30, 2026, a period of 2 months for a total of \$2,224 and a total of \$5,526 child support arrears. Austin has already paid \$1,958.00 and so the total arrears is \$3,568.00.

ii. Makayla will provide proof of any medical expenses within 30 days.

iii. Makayla will split the remaining balance of the parties' marital savings account (approximately \$17,000). Makayla will retain half the balance and will provide the other half to Austin after retaining the amount needed to cover the arrears and medical bills listed above out of his half.

d. Each of the parties shall be under mutual obligation to notify the other if there is a change in income of more than 30% and the change is not temporary in nature.

e. Pursuant to Utah Code 81-6-212(5), the parties have a right to adjust this child support order by motion after three 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.

f. Pursuant to Utah Code 81-6-101 *et seq.*, the parties have a right to modify this 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; 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.

Insurance, Daycare and Medical Expenses

12. Pursuant to U.C.A. 81-6-208 (2024) as amended:

a. Either Makayla or Austin shall be required to maintain insurance for medical expenses for the benefit of the minor child where available at a reasonable cost. If insurance is being provided by a plan by both parents, the Makayla's insurance shall be considered primary coverage and the Austin's shall be considered secondary. If a parent remarries and the children are covered by the step-parent's plan, the insurance of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as primary or secondary.

b. The parties shall equally be responsible for all out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance.

c. Both parties shall share equally all medical expenses incurred for the minor children and actually paid by the parties. Medical expenses shall include, but not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological or therapeutic, etc. Elective care shall be preapproved by both parties.

d. The parent who incurs medical expenses shall provide written verification of the cost and payment of the medical expenses to the other parent within 30 days of payment.

e. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

13. Pursuant to U.C.A. 81-6-209 (2024) both parties shall share equally the reasonable work-related child-care expenses of the parents with mutually agreed upon providers.

a. The parent who does not incur child care expenses shall begin paying his or her share of child care expenses to the parent who does incur child care expenses, on a monthly basis immediately upon presentation of proof of the child care expense. The parent can either pay the provider directly or shall be required to reimburse the paying parent after being provided proof of payment.

b. The parent who incurs child care expenses shall provide written verification of the cost and identity of the child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of a child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover

the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

c. Parents will consult with one another to find the best, most affordable child care option. Preference will be given to Austin's mother, if she is consistently available to provide child care.

Tax Exemption

14. Makayla and Austin shall be allowed to each claim one minor child each and every year as dependents for state and federal tax purposes, with Austin claiming the oldest and Makayla claiming the youngest. When the oldest child reaches the age of 18, then the parties will rotate claiming the last minor child with Makayla claiming the minor child in even years and Austin claiming the minor child in odd years. Austin must be caught up on child support by December 31 of each tax year in order to claim either child on his taxes for that year.

Debts and Obligations

15. The parties share no significant marital debt which needs to be divided. Furthermore, each party shall be responsible for any debt incurred after the separation that is not related to Makayla's pregnancy and shall hold the other party harmless from liability associated therewith.

16. Pursuant to 81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

Personal Property

17. Prior to the marriage, the parties each had individually acquired certain separate property. Each party is awarded any property identified as premarital or separate property, including all gifts and inheritance. Furthermore, the parties are awarded the property as set forth below with any necessary offsets. In addition, any remaining property not identified below shall be equitably divided between the parties. If the parties cannot agree, they will return to mediation prior to seeking court assistance to divide personal property. Each party will be responsible to divide and take possession of their own property within 30 days.

<i>Property Description</i>	<i>Makayla will Receive</i>	<i>Austin will Receive</i>	<i>Other</i>
2008 Chevy Silverado 1500		100%	
2019 Chevy Equinox	100%		
2004 Coachman Spirit trailer			Sell, split proceeds
Fleetman Trailer		100%	

a. Each party shall be responsible for the debts and liabilities related to their separate vehicles and shall hold the other party harmless from any liability associated therewith.

b. The parties shall take all necessary steps to transfer the vehicles into their own names and refinance the vehicles into their own names within 6 months.

Real Property

18. During the course of the marriage, the parties acquired marital interest in the following real properties:

a. Marital Home – 4974 Shayn Hill Dr. West Jordan, Utah 84081

19. Makayla shall be awarded use and possession of the home for up to three years from the entry of the Decree of Divorce. Makayla shall be solely responsible for all debts and liabilities related to the home during those three years. At the end of the three years, or earlier, at Makayla's option, Makayla may refinance the home and pay to Austin half of his share of the then-current equity on the home. If Makayla cannot or chooses not to refinance, the home and real property shall be placed up for sale with a mutually agreed upon realtor and sold to the highest offer. Any proceeds for the sale of the home shall be equally divided between the parties after paying off the costs related to the sale of the property.

Bank Accounts, Business Interest, Stock Interests

20. During the course of the marriage, the parties acquired certain bank accounts, certificate of deposits, business interests, life insurance, investment accounts and stock interests. Each party shall be awarded any accounts on which they are the primary account holder free and clear from any claim by the opposing party. If a joint account exists, the funds shall be equally split between the parties.

Alimony

21. Both parties now and forever waive any claim to spousal support from the other party.

Pensions, Retirement Interests, Businesses and Related Assets

22. During the course of the marriage, the parties earned an interest in retirement accounts, businesses interests, vested and unvested equity in companies and other assets. Each party shall be awarded any retirement accounts in their own names free and clear from any claim by the opposing party.

Attorney's Fees

23. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

Miscellaneous

24. Each party shall execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

25. Upon the filing of any Petition to change any provision of the final Decree of Divorce, the parties must first attempt to resolve the issue through mediation.

26. If Makayla desires that her maiden name be restored to her, it shall be granted upon entry of the final Decree of Divorce.

CARTER V. CARTER

JOINT CUSTODY PARENTING PLAN

1. The Parties will discuss with each other and mutually decide the significant decisions regarding education, health care, and religious upbringing of the Minor Children. Either Party may make emergency decisions regarding the health or safety of the Minor Children.

2. Day to day decisions regarding the care, control and discipline of the Parties' Minor Children will be made by the Party with whom the Minor Children are residing at the time.

3. Any parental duties or rights not specifically addressed in this plan will be discussed and mutually decided and agreed upon by both Parties.

4. Should the Parties have a dispute regarding parenting of the Minor Children and are unable to reach an agreement then the parties shall rely on the opinion of the respective professional in that area and follow those recommendations. If a Party disagrees with the professional's decision, then the Parties shall attend mediation with a mutually agreed upon mediator with each party to pay their own mediation fees. Should the Parties be unable to agree upon a mediator or mediation service, the Party requesting mediation will arrange for mediation through Utah Dispute Resolution. A written record shall be prepared of any agreement reached in mediation and a copy provided to each Party. No dispute may be presented to the Court in this matter without a good faith attempt by both Parties to resolve the issue through mediation. If the Court finds that a Party has used or frustrated the dispute resolution process without good reason, then that Party shall be responsible for all attorney's fees, court costs and mediation fees.

5. The Parties shall have parent-time with the Minor Children as set forth above.
6. Both Parties shall execute any medical releases necessary to allow the other party to obtain access to medical, dental, orthodontic, optical and psychological or psychiatric records of the Minor Children.
7. Both Parties shall be notified well in advance of any parent-teacher conferences, any school, social, sports, and community functions in which the Minor Children are being honored, and each Party shall be afforded the opportunity to attend and participate fully.
8. The Parties shall each have access directly to all school reports and medical records and shall be notified immediately by the other Party in the event of a medical emergency.
9. Special consideration shall be given by each Party to make the Minor Children available to attend family functions including funerals, weddings, family reunions, important ceremonies, and other significant events in the life of the Minor Child or in the life of either Party which may inadvertently conflict with the agreed upon custody arrangement.
10. Each parent shall provide the other with his current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
11. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the Minor Children, in the form of email privileges and virtual parent-time if the equipment is reasonably available.

12. Parental care shall be presumed to be better care for the Minor Children than surrogate care and both parties shall be awarded the right of first refusal to provide care for the Minor Children prior to 5 pm when the other party would require surrogate care for periods, or during any overnight period when the other party would require surrogate care for the children. If any party exercises the right of first refusal, they will be responsible for all transportation of the minor child.

13. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

14. Both parties are restrained from discussing the case in the presence of the Minor Children or allowing third parties to discuss the case in the presence of the Minor Children. Furthermore, both parties shall be restrained from making negative, disparaging or derogatory comments about the other parent to or in the presence of the Minor Children and shall use their best efforts to restrain third parties from making any such comments in the presence of the Minor Children.

15. Both parties are mutually restrained from using illegal narcotics or consuming alcohol to excess while caring for the Minor Children or before transporting the Minor Children. The Parties shall keep all alcohol or drugs locked away from the Minor Children. Parents shall not allow any third party to use illegal narcotics or alcohol to excess in the presence of the minor children.

16. Neither parent shall introduce the children to a new romantic partner nor allow the new romantic partner to stay at their home overnight until that parent has been exclusive with the new romantic partner for at least 6 consecutive months. Prior to introducing the children to a new romantic partner, the parent shall notify the other parent and shall provide their new partner's name and date of birth prior to the new partner spending unsupervised or overnight time with the children. New romantic partners shall not be allowed to discipline the children.

17. If one Party fails to comply with a provision of this Parenting Plan, the other Party's obligations under the Parenting Plan are not affected.

--- End of Order ---
--- Signature of Judge Located at Top of First Page ---

APPROVED AS TO FORM:

/s/ Wade Taylor
WADE TAYLOR
Counsel for Austin Jene Reynolds-Carter
Signed with permission by Robin Kirkham
Email dated: 8/21/2026

8/21/2026
DATE

NOTICE PURSUANT TO RULE 7 OF THE UTAH RULES OF CIVIL PROCEDURE:

Notice is hereby given that pursuant to Rule 7 of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by the Petitioner shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing Decree of Divorce to be served to the following by the indicated method on this 24th day of AUGUST, 2026:

Name

Method of Service

Wade Taylor
Counsel for Austin Jene Reynolds-Carter

Email: wadetayloresq@gmail.com

/s/ Robin Kirkham

Robin Kirkham

Attorney for Makayla Nikole Carter