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ATTORNEY FOR PETITIONER
CHAZDIN OTIS EMERY

**IN THE THIRD JUDICIAL DISTRICT OF SALT LAKE COUNTY,
SALT LAKE DEPARTMENT, STATE OF UTAH**

In the Matter of the Marriage of: CHAZDIN OTIS EMERY, Petitioner, and SHELBY MARIE EMERY, Respondent.	DECREE OF DIVORCE Case No. 264903768 Judge Charles Stormont Commissioner Michelle Blomquist
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The above-entitled matter came before the Court on the Petitioner's *Motion for Entry of Decree of Divorce* and *Petitioner's Declaration of Jurisdiction and Grounds*.

Petitioner and Respondent have entered into an agreement resolving all issues relative to this divorce action. This agreement, entitled "Final Stipulation," has been filed with the Court.

The Court, having made its findings of fact and conclusions of law, and being otherwise fully advised, does hereby decree as follows:

DIVORCE

1. Petitioner is awarded a divorce from Respondent on the grounds of irreconcilable

differences, the same to become final upon entry of this Decree.

CHILDREN

2. The parties have one minor child¹: M.B.E., born in September, 2023, and no other children are expected.

CUSTODY

3. The parties shall be awarded joint legal and physical custody of MBE.

PARENT-TIME

4. Each party shall have the right to parent-time with M.B.E. as the parties agree.

If the parties are unable to agree, then each party's parent-time shall be as follows-

a. Regular Parent-time schedule:

i. Regular parent-time shall be divided between the parties based upon a 2/2/5 schedule, as follows-

(1) Weekday: Each week, Respondent shall have M.B.E.

Monday beginning at 6:00 P.M. until Wednesday at 6:00 P.M., and

Petitioner shall have M.B.E. beginning at 6:00 P.M. on Wednesday until Friday at 6:00 P.M.; and

(2) Weekend: The parties shall alternate having M.B.E.

every other weekend, from Friday at 6:00 P.M. until Monday at 6:00

1 Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration the child's name and birth date were submitted to the Court on the NON-PUBLIC INFORMATION - MINORS form, and as such his/her initials, birth month, and birth year are only being listed herein.

P.M. (starting the first weekend after either party moves out of the Marital Home, with Respondent having that first weekend).

Accordingly, the party's regular parent-time schedule is as follows:

Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mom	Mom	Dad	Dad	Mom	Mom	Mom
Mom	Mom	Dad	Dad	Dad	Dad	Dad

b. Holidays and M.B.E.'s Birthday: The parties shall alternate the holidays and M.B.E.'s birthday as set forth in U.C.A. § 81-9-302(12) (see summary of holidays below), except for Juneteenth, which shall track the definition set forth in H.B. 309 (even though H.B. 309 does not become effective until January 1, 2027), using the school calendar in the school district where M.B.E. would attend or is attending school, with Petitioner being designated as the “noncustodial” parent only for determining the rotation of the holiday schedule therein.

[U.C.A. § 81-9-302(12) excerpt. The following table is the holiday schedule for parent-time under this section.]

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted the Holiday	Years Custodial Parent is Granted the Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years

President's Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
* Juneteenth National Freedom Day	(1) Holiday begins on June 18th at 7 p.m. and ends on June 20th at 7 p.m., if Father's Day is on a day other than June 19th or June 20th. (2) Holiday begins on June 18th at 7	Even years	Odd years

	p.m. and ends on June 20th at 9 a.m., if Father's Day is on June 20th. (3) Holiday begins on June 19th at 7 p.m. and ends on June 20th at 7 p.m., if Father's Day is on June 19th.		
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday.	Even years	Odd years

	(2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

Amended by Chapter 155, 2026 General Session.

c. Extended parent-time with M.B.E.- Each year a parent may designate a period of time to exercise uninterrupted parent-time during the summer when school is not in session in accordance with the following.

i. Until M.B.E. reaches 60 months of age:

(1) Each party shall be entitled to two one-week periods of time with the child each year, at his/her option, with each period separated by at least four (4) weeks. One of the weeks shall be uninterrupted. The other week shall be subject to a mid-week parent-time visit by the non-exercising parent, which shall occur as follows:

(a) if non-exercising parent is available to be with the child, the visit

shall begin at 9:00 a.m.; (b) otherwise, it shall begin at the time school is regularly dismissed. This mid-week visit shall end at 8:30 p.m..

ii. Once M.B.E. reaches 5 years of age:

(1) Each party shall be allowed up to fourteen days of uninterrupted time, consecutive at his/her option.

iii. Pursuant to Utah Code § 81-6-15 “‘Uninterrupted time’ means parent-time exercised by one parent without interruption at any time by the presence of the other parent.” However, this shall not preclude a child from initiating reasonable phone calls, texting, and virtual contact with the nonexercising parent if reception is available, provided that such contact does not unreasonably interfere with the exercising parent’s uninterrupted parent-time, activities, routines, discipline, or household structure, and provided further that neither party shall encourage, facilitate, or attempt to use such contact to undermine the other party’s parent-time.

iv. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break. For the notification requirement:

(1) In *even*-numbered years:

(a) Petitioner shall provide notice to Respondent by May 1; and

(b) Respondent shall provide notice to Petitioner by May 15; and

(2) In *odd*-numbered years:

(a) Respondent provide notice to Petitioner by May 1; and

(b) Petitioner shall provide notice to Respondent by May 15.

(3) If a parent fails to provide a notification within the time periods described herein, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for the other parent.

5. If a conflict arises in the parent-time schedules, 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 under Subsection 81-9-302(12);

b. The holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;

c. The holiday schedule for any holiday under Subsection 81-9-302(12) that is not Father's Day, Mother's Day, or the child's birthday;

d. Extended parent-time set forth above, and in those situations where both parties have timely notified each other of their desired extended parent-time

schedule under Subparagraph iv. and there is an overlap between the requested schedules, then the parent required to provide notice by May 1 for that year shall have priority for the overlapping dates; and

e. The regular parent-time schedule set above for weekday and weekend parent-time.

6. Notwithstanding any other provision herein, at the election of either party and with at least a 24-hour written notice (which can be done through text message) to the non-exercising party, the party who is about to exercise parent-time may elect to begin his or her above stated parent-time from the time the child's school is regularly dismissed, or if school is not in session, and that exercising parent is available to be with the child, and in accommodation with non-exercising parent's work schedule, beginning at 9 a.m..

7. When school is in session, the parent who had the child the night before shall be responsible for dropping the child off to school.

8. Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent unless the parents have agreed in advance.

9. Except as otherwise specifically provided for herein or agreed to from time-to-time by the parties in writing, each party shall be responsible for promptly picking the child up at the beginning of his/her parent-time from the other party's residence or from school (as the situation maybe), and in such cases other than school, each party shall be required to ensure that the child is ready to be picked up at the appointed time and place so that the other party is not left waiting to begin his/her parent-time.

10. A stepparent, grandparent, or other responsible adult designated by a parent,

may pick up the child for parent-time if the other parent is aware of the identity of the individual and the exercising parent will be with the child by 7 p.m..

11. While the parties share joint physical custody, each party shall be required to maintain his or her residence within ten (10) miles of City Creek Center, 50 South Main Street, Salt Lake City, Utah 84101, as measured by the shortest reasonable driving route between City Creek Center and that party's residence. The intent of this provision is to use City Creek Center as the fixed reference point, rather than either party's residence, with each party residing no more than ten (10) miles from the City Creek Center address identified above, thereby conceptually creating a twenty (20) mile side-to-side residential permitted area from one outer edge of the permitted area to the opposite outer edge.

a. If either party intends to move to a residence that is more than ten (10) miles from the City Creek Center address identified above, as measured by the shortest reasonable driving route between City Creek Center and that residence, the party intending to move shall provide 60 days advance written notice of the intended relocation to the other parent.

i. If either party moves to a residence that is more than ten (10) miles from the City Creek Center address identified above, as measured by the shortest reasonable driving route between City Creek Center and that residence, but less than one hundred and fifty (150) miles from the other party's residence, the moving party's parent-time shall be, unless otherwise agreed to by the parties in writing, pursuant to U.C.A. § 81-9-302 until otherwise ordered by the Court. Per this subparagraph, proper advanced

written notice of the intended relocation shall at least contain the reason for the move, the date of the intended move, and the city and, if known, the street address where the party intends to move. Said notice shall also contain a statement affirming that the aforementioned court ordered parent-time arrangement set forth in this subparagraph or a schedule approved by both parties will be followed, and that such moving party will not interfere with the other's parental rights pursuant to said court ordered parent-time arrangements or the schedule approved by both parties.

12. If either party moves to a location that is one hundred and fifty (150) miles or more from the other party's residence:

a. The moving party's parent-time shall be pursuant to the schedule set forth in U.C.A. § 81-9-209(9), (10), and (12), unless the Court otherwise orders.

b. Pursuant to Subsection (3), proper advanced written notice of the intended relocation shall contain the following statements, affirming: (a) the parent-time provisions in Subsection (9) or a parent-time schedule approved by both parties will be followed; and (b) that a parent will not interfere with the other's parental rights pursuant to court ordered parent-time arrangements or the parent-time schedule approved by both parties. Additionally, said notice shall also contain: (c) the reason for the move; (d) the date of the intended move; (e) the city and state and, if known, the street address where the party intends to move.

c. The relocating party shall be responsible for all the child's travel expenses relating to Subsections (9)(a) and (b) and one-half (1/2) of the minor child's

travel expenses relating to Subsection (9)(c), provided the noncustodial parent (i.e., relocating parent) is current on all support obligations. If the moving parent has been found in contempt for not being current on all support obligations, the moving parent shall be responsible for all of the child's travel expenses under Subsection (9), unless the Court otherwise orders. Reimbursement by either responsible party to the other for the child's travel expenses shall be made within 30 days of receipt of documents detailing those expenses.

13. A party who fails to comply with the notice of relocation as required above may be held in contempt of the Court's order.

14. Upon proper advance written notice of relocation being given to the other party, unless the parties can otherwise agree, the parties shall be required to schedule mediation within five (5) days of receiving said notice and attend mediation within twenty-five (25) days of receiving said notice.

15. The parties may agree to any changes of the parent-time schedule or additional parent-time, but such will not create a status quo / de facto change, and all permanent changes must be in writing and signed by both parties.

PARENTING PLAN

16. The parenting rights, duties and responsibilities of the parties over their minor child, M.B.E., shall be, in addition to that which is provided elsewhere in this document, in accordance with the following Parenting Plan, in which it is ordered that:

- a. Each party shall treat the other with respect;
- b. It is important for M.B.E. to have a meaningful, loving, caring,

nurturing, and positive relationship with each of the parties;

c. Where M.B.E.'s self-esteem is affected by having a positive perception of both parents, the parties shall say only positive things about the co-parent in M.B.E.'s presence, emphasizing parental strengths as much as possible and both parties shall be restrained from: making any disparaging, derogatory, unkind, or demeaning remarks regarding the other in the presence of M.B.E.; from vilifying the other parent or saying anything that would cast the other parent in a negative light in the presence of M.B.E.; and from doing anything that might impair the parent-child relationship; and both parties shall not allow anyone else to do these things as well;

d. Both parties shall be restrained from talking to M.B.E. about court, visitation issues, and legal matters, and from allowing him to read any legal documents, and shall be required to secure all legal documents so that he cannot have access to them; and both parties shall not allow anyone else to do these things as well;

e. The parties shall establish and maintain good communication and a cooperative relationship regarding the care of M.B.E. and shall promptly return telephone calls and reply to text messages and emails regarding him;

f. Unless otherwise mutually agreed upon in writing, the parties shall not allow, and shall be required to restrain third parties (i.e. significant others, spouses, relatives, friends) from interjecting themselves into issues/matters between the Petitioner and Respondent regarding M.B.E., and communicating with the other party about M.B.E. to resolve problems/issues; The purpose behind this provision is to allow the parties to be the parents of M.B.E., and not a third party;

g. The parties shall share information and complaints in a factual and respectful manner;

h. The use of email and telephone shall be the preferred method of communication regarding important matters and the parties will only use text messaging for unimportant matters (ex. a party will be a few minutes late in picking up the child from the other party) or emergencies; For the purpose of trying to discuss and work out issues/matters, and keep issues/matters contained in an easy to follow format, the parties are encouraged to use separate emails for separate issues/matters and not combine multiple issues/matters into one email unless they are related to each other (this does not prohibit a party from identifying in one email all the issues/matters that are to be addressed in a request for mediation);

i. The parties shall conduct their communications in a business-like manner, civil, without assuming intent, placing blame, or disputing what happened in the past, and shall keep their communications productive; if the meetings or communication become heated or overly emotional, the parties shall reschedule the meeting or communication;

j. Both parents shall share information on any condition, problem, significant fact or circumstance, which may affect the other parent's relationship with M.B.E. or M.B.E.'s well-being;

k. The parties shall regularly discuss the routines and rules they use with M.B.E. and shall try to create common ground to minimize M.B.E.'s emotional discomfort, however, neither party shall be required to follow the other's suggestions,

unless ordered by the Court;

l. Where relationship problems are best solved on a one-on-one basis, the parties shall not use M.B.E. as a messenger or problem-solver of their problems;

m. Each party shall timely inform the other of any school, social, athletic, church, or other community events in which M.B.E. will be participating or honored, and in all cases, such notice shall be given as soon as reasonably possible after receiving notice, to allow the other party a meaningful opportunity to attend and participate; may be participating or will be honored;

n. Each party shall be entitled to reasonably participate as a parent;

o. The parties shall be required to utilize a jointly accessible online calendar (e.g., Google Calendar or the OurFamilyWizard co-parenting application) to coordinate and notify each other of the child's schedules and other related information; once the platform is selected it shall not be changed unless the parties agree in writing, and each party shall be required to pay their own costs associated with that platform; If the parties are unable to agree upon a platform, the parties shall utilize Google Calendar until otherwise agreed in writing;

p. The parties shall both have direct access to all of M.B.E.'s school reports, including preschool and daycare reports, and medical records;

q. Each party shall assume the responsibility to contact any appropriate sources of information concerning M.B.E. and the other parent shall cooperate in this regard;

r. Both parties shall advise, exchange information, and reasonably consult

with each other about any non-emergency major or significant decisions affecting the welfare, social, religious training, education, health, and medical treatment of M.B.E., and both parties shall reasonably consider each other's input;

s. Either parent may make emergency decisions regarding the health or safety of M.B.E.;

t. Each party shall notify the other party immediately of any healthcare emergency for M.B.E.;

u. The parties shall notify the other when M.B.E. is ill; Prior to a parent-time exchange of a child who is ill, the parties shall discuss regular parent-times and shall reasonably accommodate the sick child; If the parties cannot agree, regular parent-time shall not be affected; A parent shall not use a child's illness to frustrate parent-time;

v. Day-to-day decisions regarding the care, control, and discipline of M.B.E. shall be made by the parent with whom M.B.E. is with at the time; Nevertheless, the parties shall discuss discipline problems and reach a consensus whenever possible on parenting strategies, where if the parties act consistently and as a united front, M.B.E. will feel more secure;

w. Each party shall provide the other with his or her telephone number, email address, and other virtual parent-time access information within 24 hours of any change, and shall immediately notify the other parent as soon as he/she is aware of what his/her new residential address will be;

x. When either party intends to obtain surrogate care for M.B.E.

overnight, that party shall give the other party reasonable notice of his or her intent to do so and allow the other party the opportunity to provide such care; The first right of refusal to provide child care shall be contingent upon the exercising party picking up and returning M.B.E. to the party who needs child care;

y. Each party shall permit M.B.E. to have liberal communications with the other party during reasonable hours and for reasonable durations when M.B.E. is in either parties' care in the form of telephone, texting/messaging, mail, and virtual contact if the equipment is reasonably available, provided that if the parties cannot agree on whether the equipment is reasonably available, the Court shall decide whether the equipment for virtual parent-time is reasonably available; telephone and virtual contact shall not be made at improper times, like bedtime or dinnertime or when the parent knows M.B.E. is involved in a special activity; If M.B.E. has a cellular phone, then he shall always be able to use the phone to contact the other parent, and although either parent may restrict the phone's use, for reasonable disciplinary or parenting purposes, neither parent shall deny M.B.E. reasonable access to the phone for purposes of communicating with the other parent;

z. Neither party shall be blocked from any child's phone or other electronic devices, or social media or other internet accounts; both parties shall have open access to check a child's phone, electronic devices, social media and any other internet accounts and content as desired, and each parent shall have the child's username and password to all such things; and these provisions shall apply regardless of who purchases the phone and/or electronic device, or pays for the service, or

helped the child set up the account;

aa. The parties shall give special consideration to the other to make M.B.E. available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies and other significant events in M.B.E.'s life or in the life of either parent which may inadvertently conflict with the other parent's time with M.B.E.;

bb. The parties shall be supportive of M.B.E. spending meaningful time with both parents according to the court-ordered parent-time schedule and to enforce, encourage and support said schedule; if M.B.E. expresses a strong desire to skip a time-sharing opportunity, M.B.E. and the exercising parent shall work through the issue in a one-on-one manner without interference of the other parent;

cc. Each party shall provide all surrogate care providers with the name, current address, and telephone number of the other party and shall provide the other party with the name, current address, and telephone number of all surrogate care providers unless the Court for good cause orders otherwise;

dd. Each party shall be restrained and protect M.B.E. from exposure to inappropriate sexual material, R-rated movies and inappropriate un-rated movies, the use of illicit drugs and abuse of prescribed drugs, excessive alcohol use, the use of tobacco, vaping, juuling, electronic cigarettes, and the use of other electronic nicotine delivery systems or ends, and smoking any kind of substance, where such influences are not in the best interest of M.B.E.;

ee. Neither party shall have overnight guests of the opposite sex while

exercising parent-time with M.B.E. unless the guest is a relative (not specifically excluded by the Court) or in a committed relationship with the parent ("committed" meaning steady and exclusively dating for more than 90 days);

ff. The parties shall be courteous and respectful during parent-time exchanges; the parties shall discuss any financial issue or other significant issues at another time away from M.B.E.;

gg. The parties shall each have the responsibility during their own parenting times to ensure M.B.E.'s basic hygiene and cleanliness – including coming to and from exchanges in clean clothing;

hh. For emergency purposes, whenever M.B.E. travels for purposes of a vacation with either party, all of the following shall be provided to the other party: (a) an itinerary of travel dates; (b) destinations; (c) places where M.B.E. or the traveling party can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of M.B.E.'s location;

ii. The parties shall not schedule or promote an activity that falls on the other party's parent-time without first obtaining permission from that other party in writing; If there is an activity that a party would like M.B.E. to attend, but that falls on the other party's time, the requesting party shall discuss the event with the other parent before doing so with M.B.E.; The requesting party shall abide by the other parent's decision and will not attempt to sway the other parent through M.B.E.; Of course M.B.E. is free to express interest in any activity, to either parent, at any time; Neither parent will attempt to restrain or control the activities of M.B.E. on the other

party's time, nevertheless, all activities for the child shall be consistent with the age and physical and mental development of M.B.E.;

jj. Neither parent shall enroll M.B.E. in any extracurricular activity that has expected involvement by the other parent without the other parent's prior consent; Involvement by the other parent could include sharing costs, transportation of M.B.E. to the activity or interference with scheduled parent-time; If a parent wishes to enroll M.B.E. in an activity that will not require involvement of the other parent, then that parent may do so understanding that they would not be able to anticipate the other parent's cooperation either with respect to sharing of the costs, transporting M.B.E. to the activity or interference with parent-time schedules;

kk. Because M.B.E. is not yet of school age, no designation regarding a primary school residence or school enrollment address is being made at this time; therefore, no later than twelve (12) months before M.B.E. becomes eligible to enroll in kindergarten, the parties shall confer in good faith regarding the school M.B.E. shall attend, and the school shall be on the Wasatch Front and within the residential area contemplated above (City Creek Center), unless otherwise agreed to by the parties in writing; if the parties are unable to reach an agreement, they shall comply with the dispute resolution procedures set forth below; if mediation does not resolve the dispute, the parties shall seek resolution from the Court by filing an appropriate motion within 30 days following mediation;

ll. The parties shall comply with and abide by the following rights of a child:

- i. A child has the right to love and be loved by both parents without feeling guilt or disapproval;
- ii. A child has the right to be protected from the parents' anger toward each other;
- iii. A child has the right to be kept out of the middle of the parents' conflict, including the right not to pick sides, carry messages, or hear complaints about the other parent;
- iv. A child has the right not to have to choose one parent over the other;
- v. A child has the right to be free of the burden and responsibility of a parent's emotional problems;
- vi. A child has the right to know well in advance about important changes that will affect his or her life; for example, when a child's parent is going to move or get remarried;
- vii. A child has the right to reasonable financial support during their childhood;
- viii. A child has the right to have and express feelings and to have both parents listen and appreciate such;
- ix. A child has the right to a life that is as close as possible to what it would have been if the parents stayed together; and
- x. A child has the right to be a child.
- mm. Any parental duties or rights not specifically addressed in this plan

shall be discussed and mutually decided by both parents; and

nn. In the absence of an emergency involving a clear and present danger to the physical, mental, moral, or emotional health of M.B.E., and except for those matters related to financial support and interference with parent-time, if there should ever be a disagreement between the parties regarding M.B.E.'s care, the roles and responsibilities that the parties may have as it relates to M.B.E., or to any matters addressed in this parenting plan, the parties shall submit to a dispute resolution process as follows:

i. The parties shall first make a good faith attempt to solve the problem on their own before resorting to any other process; if necessary, they shall meet with an expert in the area of disagreement (e.g. neutral medical provider on a disagreement regarding medical treatment) as soon as possible. If these efforts should fail to resolve the disagreement, the parties shall submit their dispute to a mutually acceptable mediator or mediation service before proceeding to court. Unless otherwise mutually agreed, mediation shall be scheduled to occur within 30 days of the parties' impasse. If the parties are unable to agree upon a mediator or mediation service, they shall arrange for mediation through Utah Dispute Resolution. The parties shall share the costs of mediation equally.

ii. If the parties remain unable to reach an agreement, either party may file a motion with the Court for a final decision. Notwithstanding the aforementioned, if a party has failed to comply with the dispute resolution

process, such failure shall not prevent the other party from bringing the dispute to the Court for a final decision. Moreover, if the Court finds that a parent has used or frustrated the dispute resolution process without good reason, the Court may award attorney fees and financial sanctions to the prevailing party.

iii. In any dispute resolution process, deference shall be given to the provisions of this Parenting Plan. A written record shall be prepared of any agreement reached in counseling or mediation and provided to each party. The Court shall have the right of review from the dispute resolution process.

oo. All permanent adjustments or modifications to this parenting plan by the parties must be made in writing, signed by both parties, notarized, and filed with the Court. Temporary changes can be made whenever the parties agree.

pp. If either party fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.

BASE CHILD SUPPORT

17. Base child support shall be set in accordance with "Utah Child Support Act," Utah Code Ann. § 81-6-101 et seq.

18. Petitioner is presently employed. The parties agree that his regular and consistent gross monthly income shall be set at \$3,467.00.

19. Respondent was recently hired and will earn \$20 per hour. As such, the parties agree that her gross monthly income shall be set at \$3,467.00.

20. In accordance with U.C.A. § 81-6-206, and for purposes of setting child support, a joint physical custody worksheet shall be used, with Petitioner having 183 nights

and Respondent having 182 nights.

21. The base child support shall be set at zero (\$0.00) per month.

22. 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 order adjusting the payor's ordered support amount does not deviate from the guidelines. Pursuant to Utah Code § 26B-9-211, if the children receive TANF funds 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.

23. Pursuant to Utah Code § 81-6-212(3)-(4), 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. 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.

24. If base child support is determined to be owed in the future, then:

a. In accordance with U.C.A. § 81-6-213, when (1) the 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, or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code § 80-7-102 et seq., the base child support award shall be automatically adjusted to zero; and

b. The paying party shall pay the base child support in two equal monthly installments, one-half ($\frac{1}{2}$) the monthly amount by the 5th day of each month and the other one-half ($\frac{1}{2}$) by the 20th day of each month. However, in the event that Petitioner's child support payment becomes delinquent past the day it is due, Respondent shall be entitled to set up the same through the Office of Recovery Services, and pursuant to Utah Code Ann. § 26B-9 parts 3 and 4 (2023 as amended) Petitioner's income shall be subject to immediate and automatic withholding for the payment of child support, and any Federal and State tax refunds or rebates due Petitioner may be intercepted by the State of Utah and applied to existing child support arrearages; All withheld income shall be submitted to the Office of Recovery Services until such time as Petitioner no longer owes child support to Respondent; All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives

notice that payments shall be sent elsewhere; and child support shall be due on the first day of each month and delinquent on the first day of the following month.

25. Pursuant to U.C.A. § 81-9-101(5), the following shall be ordered as a part of and in addition to the child support obligation:

a. Each party shall be responsible for purchasing clothing for M.B.E. to be used at the party's own residence, except for backpack and outerwear (ex. coats, jackets, boots, gloves, hats, etc.), which the parties shall be required to equally pay for and share; the parties shall send M.B.E. to and from each party's residence in clean clothing and ensure that the clothing he came in is returned;

b. The following expenses of M.B.E. shall be equally divided and paid by the parties, and except as otherwise specifically provided otherwise, reimbursement shall take place within three (3) business days upon receiving proper proof of receipt and payment, and occur via a traceable means (e.g., electronic funds transfer with a description of what the payment is for):

i. School lunches purchased at school, but not the cost of lunches provided by either party from their own home;

ii. All school fees (except for private school, unless the parties agree that M.B.E. shall attend such), supplies, books, field trips, tutoring, pictures, and other costs, including school related extracurricular activities;

iii. Mutually agreed upon recreation and extracurricular and enrichment activities;

iv. The following costs related to the child driving a vehicle:

- (1) The costs to obtain the child's driver's permit and license;
- (2) The costs and expenses associated with any vehicle that the parties mutually agree in writing to purchase for the child;
 - (a) Examples include, but are not limited to, maintenance, registration, safety and emissions testing, and other related expenses;
 - (b) If such a vehicle is purchased, it will be titled in both parties' names and will be given to the child upon their graduation from high school unless the parties agree otherwise in writing;
- (3) The party who can obtain the best vehicle insurance coverage for the child at the most reasonable cost shall be responsible for adding the child to their policy, and the cost of the insurance shall be equally divided between the parents;
 - (a) If possible, the child shall only be required to be rated on one vehicle, and if that coverage extends to other vehicles the child drives within the parent's household, it shall also extend to the vehicles in the other parent's household as well, but a child shall not drive such vehicles unless the child has permission to do so from the owner parent;
 - (b) The parent maintaining the policy shall

immediately provide proof of the premium to the other parent upon obtaining that insurance and within five (5) business days of any changes thereto, and the other parent shall reimburse their share within three (3) business days before the premium becomes due via a traceable means (e.g., electronic funds transfer with a description of what the payment is for);

(4) If the child has a designated vehicle that he drives, the cost of gasoline for that vehicle shall be divided between the parents (this provision applies exclusively to the vehicle designated for the child's use and does not include gasoline costs for any other vehicles, such as a shared vehicle used by both the child and a parent); and

(5) All liability associated with and arising out of the child operating a vehicle, which each party shall hold the other harmless thereof; and

v. The minor child's cellular phone equipment and repair, and cellular phone service (the parties will agree when the child shall have such service, but in no case, later than 7th grade):

(1) However, as to the regular monthly service costs, such will only be one-half of the "child's portion" of the regular monthly service costs; Wherein the "child's portion" of the service is a per capita share of the total service paid for the family plan, calculated by dividing the total service cost by the number of persons covered under

the plan and multiplying the result by the number of children in this case who the parties are responsible for paying one-half of the cost of such;

(2) With Petitioner carrying the minor children on his cellular phone plan (unless such is a device like a “Gabb” watch that has its own service through that individual company);

(3) Petitioner shall be required to provide proof of the cost of the plan, the number of phones covered under the plan, and with regards to any equipment purchases and repairs, Respondent’s portion shall be sent to Petitioner by no later than five (5) days via a traceable means (e.g., electronic funds transfer with a description of what the payment is for).

c. If any of the vehicle insurance provisions above do not align with the framework of the vehicle insurance industry, such may be adjusted by motion if the parties are unable to agree, but the parties must first attend mediation.

MEDICAL & DENTAL

26. The parties shall share responsibility for medical and dental insurance and uninsured medical, dental, and visual/eye expenses for their minor child in accordance with the following Medical Provisions-

a. The party who is able to obtain the best health, dental, and vision/eye care insurance for the benefit of the parties’ minor child at the lowest cost through their current or future employment shall do so. Unless otherwise agreed to in writing,

the child shall not have double coverage insurance.

i. If, at any point in time, a dependent child is covered by the health, dental, or vision/eye care insurance plans of both parents, the health, dental, or vision/eye care insurance plan of Respondent's shall be primary coverage for the dependent child and the health, dental, or vision/eye care insurance plan of Petitioner's shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, dental, or vision/eye care insurance plan but is covered by a step-parent's plan, the health, dental, or vision/eye care 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.

b. Pursuant to Utah Code Ann. § 81-6-208, each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child(ren)'s portion of insurance. The child(ren)'s portion of the premium is a per capita share of the premium actually paid. The premium expense for the child(ren) 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. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the child(ren)'s portion of the premium that is actually paid by that parent. In situations in which a parent does not have insurance but another member of the parent's household provides insurance

coverage for the child(ren), the parent may receive credit against the base child support award or recover the other parent's share of the child(ren)'s portion of the premium actually paid.

c. Each parent shall pay for one-half of any deductible or non-covered amounts for such reasonable and necessary medical, dental, and vision/eye care services, equipment, prescriptions, and all other costs related thereto, incurred for the dependent child(ren), that are not paid by an insurance provider.

d. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child(ren), and thereafter on or before January 2nd of each calendar year. The parent shall also notify the other parent or Office of Recovery Services of any change of insurance carrier, premium, or benefits within 30 calendar days from the date of the change.

e. A parent who incurs medical, dental, or vision/eye expenses for the minor child(ren) shall provide written verification of the cost and payment of said expenses to the other parent within 30 days of payment.

f. In addition to any other sanctions provided by the court, a parent incurring medical or dental 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 comply with subparagraphs (d) and (e) above.

27. **Notice to Medical / Dental Expense Creditors.** Pursuant to Utah Code Ann. § 15-4-6.7, when a court enters an order that provides for the payment of medical and dental

expenses of a minor child under Utah Code §§ 26B-9-224 or 81-6-202, a creditor who has been provided a copy of the order may not make a claim for unpaid medical or dental expenses against a parent who has paid in full that share of the medical or dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under § 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 that parent under the order.

Therefore, each party shall:

- a. Send a copy of the Court's orders to the creditor of the particular medical or dental expense of the particular minor child;
- b. Notify the particular creditor of that parties' current address; and
- 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 parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah Code § 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 parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

CHILD CARE

28. Pursuant to Utah Code § 81-6-209, the parties shall be ordered to share equally

the reasonable work-related child care expenses incurred by the other parent. Each parent who incurs a child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement and thereafter within 30 calendar days of any change in cost or provider or upon the request of the other parent. Each parent shall begin paying their share of the cost on a monthly basis immediately upon presentation of the aforementioned information and shall continue paying their share so long as the expenses are actually being incurred. In addition to any other sanctions provided by the Court, 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 the notice provisions of this paragraph. Notwithstanding the foregoing, child care expenses arising from care provided by family members, friends, or other noncommercial providers shall not constitute reimbursable or shared child care expenses under this paragraph.

TAXES

29. The parties have filed their 2025 tax returns jointly. They received a tax refund from the State of Utah and have spent it. However, their jointly filed federal tax return reflects an outstanding balance due to the Internal Revenue Service, which is addressed in the debt section below.

30. Beginning with the 2026 tax year, Petitioner and Respondent shall be ordered to alternate claiming their child on their tax returns, with Respondent having said tax benefits for the even tax years and Petitioner having said tax benefits for the odd tax years.

a. Both parties shall be required to cooperate in assisting one another in

claiming the tax deduction awarded to them by executing IRS Form 8332 (or the equivalent tax form), along with any other forms required by the IRS in order to release the tax exemption to the other party for the years which they are entitled to claim a child. The form shall be completed and delivered on or before January 20th of each year.

ALIMONY

31. Neither party shall be entitled to alimony payments from the other party.

DEBTS

32. During the course of the parties' marriage, they have acquired certain debts and obligations which shall be dealt with as follows-

a. Petitioner shall be ordered to assume, pay, and hold Respondent harmless on the following: one-half of the 2025 federal income tax debt; all credit card debts that are solely in his own name; all debts, liabilities, and obligations that are in his own name.

b. Respondent shall be ordered to assume, pay, and hold Petitioner harmless on the following: one-half of the 2025 Federal income tax debt; all credit card debts that are solely in her own name; the joint USAA credit card debt; and all debts, liabilities, and obligations that are in her own name.

i. Respondent shall remove Petitioner as an obligor on the joint USAA credit card, and if not possible, immediately pay off the credit card with her awarded portion of the Marital Home sale proceeds (at the time of closing) and close the USAA credit card account. Respondent shall be restrained from

incurring any additional charges on it. Finally, Respondent shall ensure that payments are made timely and that Petitioner's credit history is not negatively impacted by this debt.

c. Each party shall be restrained from incurring any debts, obligations and liabilities on the other party's credit and also from doing anything for which the other party may become legally liable for.

d. Each of the parties shall notify the respective creditors or obligees regarding the foregoing division of debts, obligations, or liabilities and shall further notify such creditors or obligees of such party's current addresses.

PERSONAL PROPERTY

33. The parties acquired personal property during their marriage and have divided the same. Except as otherwise specifically awarded in this document, each party shall be awarded that personal property as they have heretofore divided it and which is now in their own possession and/or control. In particular, however, the following property shall be awarded as follows-

a. The parties shall equally divide the child's clothing, toys, and bedding.

b. Petitioner shall be awarded the Volkswagen Jetta, one the two TVs, and the gray couch.

c. Respondent shall be awarded the Volkswagen Beetle, Milo the dog, bed and bedframe, and the two black couches.

d. Petitioner recently started a business, named "A1 Technicians, LLC," which he shall be solely awarded.

e. Petitioner shall be awarded his own bank accounts at Mountain America Credit Union.

f. The parties have joint bank accounts at Mountain America Credit Union. The parties will continue to deposit their one-half share of the “Marital Home Expenses” into this account until the home and real property are sold. Each party shall be restrained from using the money therein for any other purposes. Once the Marital Home is sold, and the “Marital Home Expenses” are paid, the joint Mountain America Credit Union bank accounts shall be closed and any remaining balance therein shall be equally divided. Each party shall be restrained from incurring any debt on these joint bank accounts.

RETIREMENT

34. Neither party has a retirement.

REAL PROPERTY

35. During their marriage the parties acquired a home and real property located at 5037 West London Bay Drive, Riverton, UT 84096 (“Marital Home”).

36. The marital home shall be sold through a good-faith transaction as soon as reasonably practicable, at a price the parties can agree upon.

37. The proceeds from the sale shall be applied as follows:

- a. First, to retire the mortgage thereon;
- b. Second, to pay any agreed upon expenses of sale; and
- c. Third, the balance remaining thereafter shall be divided equally between the parties.

38. Each party shall be allowed to have the use and possession of the Marital Home until it is sold.

39. Each party shall be required to pay and hold the other harmless of one-half of the mortgage, insurance, taxes, utilities, and any other agreed upon expenses associated with the Marital Home (“Marital Home Expenses”) until it is sold.

MISCELLANEOUS MATTERS AND ATTORNEY FEES

40. Respondent shall have her former name of “Shelby Marie Peterson” restored to her if she so desires.

41. Each party shall be responsible and liable for his or her own costs and attorneys fees.

42. Each party shall be required to promptly make, execute and deliver any further assurance, releases, contracts, and instruments (i.e. whatever documents) that may be necessary to carry into effect the terms, covenants, conditions and provisions herein contained. If either party fails to comply with the provisions hereof, this document shall constitute an actual grant, assignment and conveyance of property and rights in such manner and with such force and effect as shall be necessary to effectuate the terms hereof and at the will of the non-disobedient party, he or she may bring an Order to Show Cause or Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the necessary documents 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.

43. The parties’ agreement, entitled “Final Stipulation”, the “Findings of Fact and

Conclusions of Law,” and this “Decree of Divorce” shall all be interpreted as though each of the parties participated equally in the composition of each and every part thereof.

BY THE COURT:

The Judge's electronic signature appears on the top of page 1².
District Court Judge

Decree of Divorce-
Approved as to Form and Substance.

Also, by signing below I give my approval and authorization to Attorney Jason F. Barnes to electronically sign my signature on my behalf when this document is e-filed with the Court. I understand that due to the requirement of the Court that this document must be submitted in RTF format, and that when it is converted, it may not look the same.

/s/ Garrett Clayton Randle
Garrett Clayton Randle,
Attorney for Respondent
*Signed by Jason F. Barnes with permission
of Garrett Clayton Randle per his email
dated 8/27/2026 @ 7:48 PM*

Date: 8/27/2026

2 In accordance with the Utah State District Court e-Filing standards No. 4, and URCP 10(e), this Decree of Divorce does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper-right-hand corner of the first page of this order along with the Court’s seal and the date and time this order was executed.