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Attorney for Petitioner

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

In the Matter of the Marriage of and Child of

TAYLOR MCCONEGHY,

Petitioner,

and

CIARA MCCONEGHY,

Respondent.

DECREE OF DIVORCE

Case No. 264902900

Judge Elizabeth A Hruby-Mills

Commissioner Michelle Blomquist

Petitioner Taylor McConeghy (“***Taylor***”) and Respondent Ciara McConeghy (“***Ciara***”),
(Petitioner and Respondent may be referred to singularly as “***Party***” and jointly as the “***Parties***”),
having entered into a Stipulation to Entry of Divorce and Settlement Agreement (“***Stipulation***”)
resolving all issues in dispute, and the Court, having entered its Findings of Fact and
Conclusions of Law and being otherwise fully advised, orders, adjudges and decrees as follows:

GROUND FOR DIVORCE

1. The Parties are granted a divorce on the grounds of irreconcilable differences that
have prevented the Parties from pursuing a viable marriage relationship. The divorce is to

become final upon the entry of the Decree of Divorce in the Register of Actions pursuant to Utah Code Ann. § 81-4-406.

CHILDREN

2. The Parties have one minor child born as issue of the marriage namely N.C.M., age 3, born in March of 2023 (the “**Minor Child**”).

3. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, the Parties agree that there are no proceedings for custody of the above-named Minor Child filed or pending in the Juvenile Court.

4. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. § 78B-13-1 *et seq.*

- a. Utah is the home state of the Minor Child at the time of the commencement of this proceeding;
- b. The Minor Child was born in the state of Utah and has resided in the state of Utah since birth;
- c. Said Minor Child resides with the Parties in Salt Lake County, Utah;
- d. Neither Taylor nor Ciara have been a party, witness, or participated in any other capacity in any other litigation concerning the custody of the subject Minor Child in this state or any other state;
- e. Neither Party has information of any custody proceeding concerning the subject Minor Child pending in a court of this state or any other state; and

- f. Neither Party is aware of any person not a party to these proceedings who has physical custody of the subject Minor Child and who claims to have custody or visitation rights with respect to the Minor Child.

LEGAL AND PHYSICAL CUSTODY

5. The best interests of the Minor Child, including physical, psychological, emotional needs, and development, is paramount in determining child custody and parent time.

6. Those interests are best served by awarding the Parties joint legal and physical custody of the Minor Child.

7. The Parties are awarded 50/50 parent time following a 2-2-5 schedule.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Taylor	Taylor	Ciara	Ciara	Taylor	Taylor	Taylor
Taylor	Taylor	Ciara	Ciara	Ciara	Ciara	Ciara

ADVISORY GUIDELINE RIGHTS

8. Unless they are inconsistent with more specific provisions of the Parenting Plan below, it is in the best interest of the Minor Child that the Parties (sometimes referred to as “**Parent**” or “**Parents**” below) have the advisory guideline rights (as contained in Utah Code Ann. § 81-9-202), as follows:

- a. Parent-time schedules mutually agreed upon by both Parents are preferable to a court-imposed solution.
- b. The parent-time schedule shall be utilized to maximize the continuity and stability of the Minor Child’s life.

- c. Special consideration shall be given by each Parent to make the Minor Child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the Minor Child or in the life of either Parent which may inadvertently conflict with the parent-time schedule.
- d. The responsibility for the pick-up, delivery, and return of the Minor Child is set forth below, and may be changed at any time a subsequent modification is made to the parent-time order.
- e. The Parties shall have the Minor Child ready for pick-up and drop-off at the times set forth above.
- f. Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either Parent.
- g. The court may make alterations in the parent-time schedule to reasonably accommodate the work schedule of both Parents.
- h. Neither parent-time nor child support is to be withheld due to either Parent's failure to comply with a court-ordered parent-time schedule.
- i. The Parents shall, within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the Minor Child is participating or being honored, provide the other Parent with relevant information and both Parents shall be entitled to attend and participate fully. This does not exclude the Parties from themselves signing up for all routine communication forums (email, text, electronic applications or social media designated by the organization)

provided by schools, extracurricular organizations (i.e., sports, music, etc.), and religious organizations. Such communications from routine communication forums are deemed to have been provided to the Parties.

- j. The Parents shall have access directly to all school reports and medical reports and shall be notified immediately by the other Parent in the event of a medical emergency.
- k. Each Parent shall provide the other with their current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
- l. Each Parent shall permit and encourage, during reasonable hours, reasonable and uncensored and unmonitored communications with the Minor Child, in the form of email privileges, texts, and virtual parent-time (via video chat or facetime).

PARENTING PLAN

9. In addition to the advisory guideline rights agreed upon and set forth above, it is in the best interest of the Minor Child that the Parties follow the following provisions:

- a. Drop Off/Pick-Up: The Parties shall share transportation responsibilities in regard to their respective time with the Minor Child. To this end, Taylor shall pick up the Minor Child (when not capable of self-transport) at Ciara's home, the Minor Child's school, or other mutually agreed place to begin his respective time with the Minor Child. Further, Ciara, shall pick up the Minor Child (when not capable of self-transport) at Taylor's home, the Minor Child's school, or other mutually agreed place in order to begin her respective time with the Minor Child.

b. A step-parent, grandparent, or other responsible individual designated by either Party, may pick up the Minor Child if the other Party is aware of the identity of the individual, and the Parent will be with the Minor Child by 7 p.m. The Parties having custody of the Minor Child shall know the responsible adult designated by the other Party. This means, that if it is not a family member picking up the Minor Child on behalf of a Party, that the Party making the designation has known the responsible adult for at least 6 months and has introduced the responsible adult to the other Party, and provided their contact information. No Party shall unreasonably withhold their consent under these conditions.

c. Encouraged Actions.

- i. The Parents are encouraged to maintain predictable schedules for the Minor Child—including similar mealtimes, homework schedules, chores, bedtimes, curfew, and other routines.
- ii. The Parents are encouraged to maintain similar styles of discipline of the Minor Child so as to allow the Minor Child predictability.
- iii. The Parents are encouraged to speak about positive attributes of the other Parent with the Minor Child.

d. Communication.

- i. All communication between the Parents shall be honest, civil, factual, and aimed at maintaining a good parenting relationship with the other Parent.
- ii. The Parents shall not use the Minor Child as a messenger, rather the Parties shall communicate directly with each other regarding the Minor

Child and shall remain civil in all of their future dealings as they relate to the Minor Child.

iii. The Parties shall avoid making harmful, insulting, or denigrating comments regarding the other Party in the Minor Child's presence, and shall use their best efforts to prevent others from doing so, including removing the Minor Child from third-parties who are unwilling to follow this requirement.

iv. The Parents shall avoid any in person communication that might result in a conflict at a parent-time exchange and instead address the issue *via* telephone or email.

v. Communication about the Minor Child shall be between the Parents only. The Parents shall not require each other to speak with his or her new boyfriend/spouse or girlfriend/spouse.

vi. Both Parties shall keep the other Party apprised of their telephone number and address at all times. If, at any time, either Party intends to change their residence and/or telephone number, they shall notify the other as soon as they are aware that such a change will occur and shall, not later than the occurrence of said change, notify the other of the new address and/or telephone number.

e. Custody Guidelines.

i. Neither of the Parents shall have the right to micro-manage each other's day-to-day care and control of the Minor Child while the Minor Child is

residing with that Parent, nor shall either Parent have the right to interfere with the other Parent's parent-time.

- ii. The Parents shall be flexible in adjusting the schedule to allow for family reunions, funerals, weddings, birthday celebrations, and other meaningful religious or secular gatherings.
- iii. The payment or nonpayment of child support is not connected to whether or not a Parent shall receive his or her parent-time. As an example, if a Parent denies parent-time it is not a reason to refuse to pay child support, and the failure or inability to pay child support is not a reason to refuse parent-time.
- iv. A right of first refusal exists for any time a Parent is unable to be present with the Minor Child overnight.
- v. Each Party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the Minor Child may be involved in. The Party incurring the extracurricular activity out-of-pocket costs shall submit to the other Party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other Party within thirty (30) days of receiving the verification of incurred expenses. A Party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other Parent shall be solely responsible for that expense.

- vi. In regard to extracurricular activities, the Parties will not intentionally schedule practices, lessons, games, performances, etc. during the other Parent's parent-time. However, the Parties acknowledge that they do not have control over when a third-party teacher, coach, or advisor may schedule such extracurricular activities.
- vii. The Parties will cooperate in making sure that the Minor Child attends all agreed upon extracurricular activities, and even those that are not agreed upon if it is in the Minor Child's best interest to participate in the extracurricular activity. A Parent will not withhold consent of an extracurricular activity unreasonably.
- viii. As allowed under Utah Code Ann. §§ 81-4-204, each Party shall share equally the expenses associated with the Minor Child's education, including enrollment expenses. This provision shall be interpreted as meeting the requirement of Utah Code Ann. § 15-4-6.7(2), and at the request of either Party, an education provider shall separately bill each Party for their share of the educational expenses of the Minor Child.
- ix. The Minor Child shall not be introduced to a significant other of either Party until the Party has dated that person for a minimum of three (3) months and provided their full name and contact information to the other Party.

f. Sharing of Information.

- i. Each Parent shall exchange information concerning the health, education, and welfare of the Minor Child.
- ii. Each Parent shall notify the other Parent first if the Minor Child has a disciplinary or significant social issue at school.
- iii. Information concerning the Minor Child's school shall be exchanged between the Parents upon receipt of the same.
- iv. Both Parties shall have access to the Minor Child's school, medical, dental, and psychological records.
- v. Each Parent shall take affirmative steps to share information regarding the times and locations of parent teacher conferences, school programs, sporting events, recitals, performances, practices, and other significant events involving the Minor Child.
- vi. Each Parent shall inform the other of all major activities/events the Minor Child will be participating in as soon as reasonably possible so the other Parent will have the opportunity to attend the activity or special event.
- vii. Each Parent is responsible for arranging meetings with teachers, if the Parents' and teachers' schedules permit, the Parents may choose to attend conferences together.

g. Medical and Mental Health Care.

- i. The Parties will continue to use the medical providers to which the Minor Child currently receives care (i.e., pediatrician or family care provider,

dentist, orthodontist, etc.) Neither Party shall change providers without the agreement of both Parties.

ii. Both Parents shall inform (within 48 hours) each other of any instance where the Minor Child was or has become ill while in the Parent's care.

iii. Both Parents are entitled to be present for any medical care provided to a Minor Child.

h. Educational Plan.

i. The Minor Child shall attend school based on Taylor's residence.

ii. Either Party may check out the Minor Child from school, but will provide notice to the other Party via text message.

iii. Neither Party can withdraw the Minor Child from their current school, or enroll them in a school in which they are not currently enrolled, or is a feeder school of which they are currently enrolled, without the other Party's consent.

i. Travel.

i. Whenever traveling with the Minor Child overnight, each of the Parents shall give to the other Parent reasonable notice before leaving of: (a) an itinerary of travel dates and locations; (b) a telephone number whereby the Parent can reach the Minor Child during travel; and (c) the best time for the Parent to call the Minor Child or when the Minor Child will call the Parent.

ii. The Parties shall cooperate in obtaining any necessary passports for the Minor Child and renewals, with the costs shared between the Parties. The passports shall be provided upon request by the other Party as long as the itinerary provisions set forth above have occurred. Taylor shall be the holder of the passport, and it shall be returned to Taylor following any use by Ciara.

j. Relocation. If either Party relocates more than 100 miles from Taylorsville, Utah, that Party shall be awarded parent time pursuant to Utah Code § 81-9-209. The Party that moved shall be labeled as the relocating Party and shall have parent time as the relocating Party.

10. Performance and Enforcement.

i. Each Parent shall exercise good faith and fair dealing in the performance and enforcement of this parenting plan.

ii. Should there be a dispute regarding any aspect of parent-time, the Parties shall first attend mediation before bringing it to Court. This does not preclude either Party from seeking emergency relief if the best interest of the Minor Child requires immediate court intervention.

iii. Each Parent shall have a right to request the Court, under oath, to hold the other Parent in contempt if he or she violates this parenting plan. Punishment could include a fine or imprisonment and if found in contempt shall include an award of attorney fees. If contempt is not found and the

Court deems the request for contempt frivolous the Court shall award the defending Parent his or her attorney's fees.

CHILD SUPPORT

11. Taylor's gross monthly income is \$12,000 per month.
12. Ciara's gross monthly income is \$4,160 per month.
13. Accordingly, Taylor shall pay to Ciara child support in the amount of \$355 per month, consistent with the Utah Child Support Guidelines and accompanying Child Support Worksheet.
14. Child support payments will start the month immediately following entry of the order. The payment schedule will be:
 - a. One half by the 5th day of each month, and
 - b. The other half by the 20th day of each month.

Child support not paid by the 5th day of the month is past due on the 6th day of the month. Child support not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect support their payment schedule will be followed.

15. Under Utah Code Ann. § 81-6-212(5), the Parties have a right to adjust the 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. Under Utah Code Ann. § 62A-11-306.2, if the Minor Child receives 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.

CHILDCARE

16. The Parties shall be equally responsible for reasonable work-related child care expenses.

MEDICAL INSURANCE AND MEDICAL EXPENSES

17. In accordance with Utah Code Ann. § 81-6-208:
- a. So long as it is available at a reasonable cost, Taylor shall be responsible for maintaining the Minor Child's insurance coverage for medical and dental expenses;
 - b. The Parties shall jointly share all costs associated with insurance premiums; and
 - c. As set forth in Utah Code Ann. § 81-6-208, if, at any point in time, the Minor Child is covered by the health, hospital, or dental insurance plans of both Parties, the health, hospital, or dental insurance plan of Taylor shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Ciara shall be secondary coverage for the dependent child. If either Party remarries and the Minor Child is not covered by a Party's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried Party and shall retain the same designation as the primary or secondary plan of the Minor Child.

18. Each Party shall share, one-half to each, all reasonable and necessary uninsured medical expenses, dental, orthodontic, optical, or psychotherapeutic expenses incurred for the Minor Child, including deductibles and co-payments incurred for the Minor Child.

19. These provisions shall meet the requirements of Utah Code Ann. § 15-4-6.7(1) and at the request of either Party, a medical provider shall separately bill each Party for their share of the medical and dental expenses of the Minor Child.

20. If both Parties ensure the Minor Child (either on their own plan, or on the plan of a step-parent) for either health or dental coverage, their premiums shall be considered “off-set” with neither Party responsible to reimburse the other Party for insurance.

21. The Party providing coverage shall provide verification of coverage to the other Party, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. §601 *et seq.*, upon initial enrollment of the Minor Child and thereafter on or before January 2nd of each calendar year. Further, the Party providing coverage shall notify the other Party, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date the Party first knew or should have known of the change.

22. The Party who incurs the medical expense shall provide written verification of the cost and payment of medical expenses to the other Party within thirty (30) days of payment. In addition to any other sanctions provided by the court, a Parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other Party’s share of expenses if that Party fails to comply with this provision. Upon being presented with proof of any such medical expenses, the other Party shall be obligated to compensate the other Party for his or her half of such costs, as provided by statute.

23. In addition to any other sanctions provided by the Court, 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 they fail to comply with the above notification requirements.

TAXES

24. Taylor shall be entitled to claim the Minor Child for federal and state tax purposes for the tax years 2026 and 2027. The Parties shall alternate claiming the Minor Child in the following tax years, starting in tax year 2028, with Ciara claiming the Minor Child in even years and Taylor claiming the Minor Child in odd years.

MARITAL HOME

25. The Parties own a home located at 4497 S. Edgeware Lane, Taylorsville, Utah 84129 (the "***Marital Home***").

26. The Marital Home has been sold.

a. At the closing on the sale of the Marital Home, the equity shall be used as follows:

i. Pay the remaining balance of the mortgage on the Marital Home; and

ii. The remaining proceeds from the sale of the Marital Home shall be equally divided between the Parties

27. Many of the personal property in the Marital Home has already been divided between the Parties. The remaining personal property items in the Marital Home shall be divided between the Parties.

PERSONAL PROPERTY

28. Ciara is awarded the 2018 Toyota Highlander together with all equity and debt thereon.

29. Taylor is awarded the 2020 Toyota Camry together with all equity and debt thereon. Ciara is currently listed on the debt. Taylor shall refinance the Toyota Camry within 90 days of the signing of the Stipulation to remove Ciara's name from the loan.

30. The Parties remaining marital personal property shall be equitably divided between them.

31. Each Party shall be awarded their own separate personal property obtained during the marriage, including clothing, jewelry, memorabilia, gifts, etc.

SAVINGS ACCOUNTS AND CHECKING ACCOUNTS

32. The Parties joint accounts at America First Credit Union shall be equally divided between the Parties. Within 7 days after the division of the account funds, the account shall be dissolved.

33. The Parties shall be awarded the accounts in their own names.

DEBTS

34. Each Party shall be responsible for the debts in their name.

35. The Parties' joint America First Credit Union credit card shall be closed within 7 days of the signing of the Stipulation.

RETIREMENT

36. Each Party is awarded the retirement account(s) in their own name.

ALIMONY

37. Taylor shall pay Ciara \$1,200 per month in alimony for one-half the length of the marriage based on the date the Parties separated, which is a total of 33 months. Alimony shall automatically terminate upon Ciara's death, cohabitation, or remarriage.

LIFE INSURANCE

38. The Parties shall obtain life insurance and list the Minor Child as the beneficiary

ATTORNEY FEES AND COURT COSTS

39. The Parties shall each pay their own attorney fees and costs.

INHERITANCE

40. It is fair and reasonable that each Party shall retain their own inheritance. Any and all property and money received or retained by either Party pursuant to the divorce shall be deemed the separate property of such Party free and clear of any right, interest or claim of the other Party, including the right to inherit or to be named as a beneficiary except as specifically awarded therein, and each Party shall have the right to hereafter use and enjoy, independently of any claim or right of the other Party, all items of real or personal property awarded to them.

MUTUAL RESTRAINING ORDERS

41. It is fair and reasonable that both Parties shall be restrained from saying or doing anything including, but not limited to, speaking derogatorily about the other Parent or speaking to the Minor Child about the issues in this case or from attempting to influence the Minor Child's preference regarding custody or visitation, which would tend to diminish the love and affection of the Minor Child for the other Parent. Both Parties shall be restrained from making visitation arrangements through the Minor Child or from using the Minor Child as a messenger.

42. Both Parties shall also be mutually restrained from harassing, annoying, or otherwise bothering the other Party, or from committing any domestic violence or abuse against the other Party. It is fair and reasonable that both Parties shall be mutually restrained from inducing or allowing a third Party 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 violations, or shall remove the Minor Child from such circumstances.

43. Should she so choose, Ciara may revert to her maiden name.

**Hereby Entered by the Court
Effective on the Date When the Court Stamp is Affixed to
the First Page of This Document**

APPROVED AS TO FORM:

/s/ Thomas E Stamos
Thomas E. Stamos
Attorney for Respondent
(signed by McKenna Morris with permission of
Thomas Stamos granted on July 23, 2026)

