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

In the Matter of the Marriage of:

MICHELLE HARVEY

Petitioner,

and

MICHAEL HARVEY

Respondent.

DECREE OF DIVORCE

Civil: 264901333

Judge: Kristine Johnson

Commissioner: Russell Minas

This matter came before this Honorable Court on Petitioner's Verified Petition for Divorce for the court to make Findings of Fact and Conclusions of Law and a Decree of Divorce based on the Stipulation on file with the Court; and the Court having entered its Findings of Fact and Conclusions of Law; and with good cause appearing **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

JURISDICTION AND GROUNDS

1. Residency. Mother is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of this action.

2. Marriage Statistics. The parties were married on June 28, 2013, in Salt Lake County, Utah, United States and are presently married.

3. Grounds. The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. Children. The following are minor children of the parties.

Name	Date of Birth
J.H.	March 2017
G.H.	May 2020

PARENTING PLAN

5. Custody/Parent time. The parties are awarded joint physical custody of their minor children with Mother being designated as the primary residential parent. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mother	Mother	Mother	Father	Father	Father	Mother
Week 2	Mother	Mother	Mother	Father	Mother	Mother	Mother

a. Regular Parent Time.

i. Father's alternating weekend shall extend Thursday after school (or 9 a.m. if school is not in session) until Sunday night at 7:30 p.m.

ii. Father shall have a midweek overnight after school (or 9 a.m. if school is not in session) on Thursday until Friday morning with drop off to school (or 9 a.m. when school is not in session).

b. Extended Parent time During Summer. Father shall receive up to four weeks when school is not in session at the option of Father, including weekends normally exercised by Mother, but not holidays; two weeks shall be uninterrupted time for Father; and the remaining two weeks shall be subject to interruptions of parent time by Mother. Mother shall also have two uninterrupted weeks in the summer.

6. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1 each year for first option parent and May 15 for second option parent. Father shall have first choice of extended time in odd numbered years and Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may have priority.

7. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school or 6 p.m. on the Friday before holiday to 7 p.m. day of holiday
Father	Mother	President's Day after school or 6 p.m. on the Friday before holiday to 7 p.m. day of holiday
Mother	Father	Spring Break from after school or 6 p.m. on the day school lets out to Sunday 7 p.m.
Father	Mother	Memorial Day on Friday after school or at 6 p.m. to Monday at 7 p.m.
Mother	Father	July 4th 6 p.m. day before holiday the day after at 6 p.m.

Father	Mother	July 24th 6 p.m. the day before holiday to the day after as 6 p.m.
Mother	Father	Labor Day after school or 6 p.m. on Friday to 7 p.m. on Monday
Mother	Father	Fall Break after school or 6 p.m. on the day school lets out to 7 p.m. on Sunday
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	Thanksgiving after school on the day school lets out until the day before school resumes at 7 p.m.
Mother	Father	First Half of Winter Break after school or 6 p.m. on the day school lets out until December 27 at 7 p.m.
Father	Mother	Second Half of Winter Break , beginning December 27 at 7 p.m. with return the day before school resumes at 7 p.m.
Mother	Father	The day before or after child's birthday 3 p.m. to 9 p.m.
Father	Mother	Child's actual birthday 3 p.m. to 9 p.m.
Father	Father	Father's Day 9:00 a.m. to 7:00 p.m.
Mother	Mother	Mother's Day 9:00 a.m. to 7:00 p.m.

8. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement after that point, Mother shall have interim decision making authority subject to Father's option to mediate before court intervention. Both parties shall have the authority to emergency and make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

a. Separate Accounts. According to Utah Code Annotated §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

- b. Educational Plan. J.H. shall attend Rivers Edge or another mutually agreed upon school recommended by Mother. G.H. shall attend Kari Sue Hamilton School unless otherwise mutually agreed upon by the parties in writing. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.
9. Relocation. If either party moves more than 150 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code Annotated §81-9-209.
10. Communication. The parties will discuss all parenting concerns in person, on phone, by text or e-mail at any time needed and will not use their children to deliver messages.
11. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children.
12. Travel.
- a. When the children travel with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:
- i. An itinerary of travel dates;
 - ii. Destination;
 - iii. Places where the children or traveling parent can be reached;

iv. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.

b. Both parties shall have unfettered access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

13. Change of Information. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

14. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in that is not available online or through emails of the program.

15. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

16. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other

parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

c. The parties will not use their children to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any children's activity.

d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.

f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing 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 children from such circumstances.

17. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available four hours or more during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

18. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future shall an emergency arise which would make formal negotiation not practical.

19. Activity Costs. 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 children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, 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. If a parent enrolls a child in an activity

without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall notify the other of the schedule.

20. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This shall not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

21. Transportation for the Children. The parties will utilize school-to-school exchanges when school is in session. When school to school exchanges are not possible, the receiving parent will provide the transportation from the other parent's residence unless otherwise mutually agreed upon.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

22. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 *et seq.* Mother's gross monthly imputed income is \$2,366.00 per month. Father's gross monthly income is \$5,200.00 per month. Mother has 247 overnights and Father has 118 overnights for the purpose of child support calculation on

the Joint Physical Custody Worksheet. Father's child support obligation shall be \$951.00 per month. Child support shall commence July 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

23. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §81-6-208. Mother is currently providing said insurance.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance

carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

24. Childcare Expenses. The parties shall adopt Utah Code Annotated §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. The parties shall make best efforts to have family members care for the minor children at no cost to the other party, when possible.

25. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor children as follows:

a. While there are two minor children, the parties will each receive one child as a dependency exemption/tax credit. Mother will claim the oldest child and Father will claim the youngest child.

b. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. Mother will be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Father will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

c. Father is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of the applicable tax year.

26. Real Property. The parties do not presently own an interest in real property.

27. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed

such that the person receiving the item shall be responsible for any associated debt with the item. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within the stipulation.

28. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Joint Chase Credit Card ending in #9731 in the approximate amount of \$7,721.22	Shall be divided equally between the parties. The parties shall make best efforts to pay off their respective one-half portion in full and close the account within 6 months of entry of Decree of Divorce
All Debts in Mother's Name Only	Mother
All Debts in Father's Name Only	Father

a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Shall other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

- c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.
29. Checking And Saving Accounts. The joint Chase checking account ending in #6785 in the approximate amount of \$1,900.00 shall be divided equally and closed within 14 days of signing this agreement. Mother shall be awarded her separate AFCU checking and Venmo account in her name. Father shall be awarded his Venmo account in his name.
30. Retirement Accounts. The parties are each awarded their own retirement accounts free and clear of any claim by the other.
31. Name. Mother will have the option of restoring her name to Michelle Kay Eman.
32. Alimony. Neither party shall be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.
33. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.
34. Attorney's Fees and Costs. Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

----END OF ORDER----

SEE COURT'S ELECTRONIC SIGNATURE AT THE TOP OF THE FIRST PAGE

Approved as to Form:

DATED September 11, 2026.

/s/Trevor Fugate

Trevor Fugate
Attorney for Petitioner

DATED September 11, 2026.

/s/Brittani S. Harris

Brittani S. Harris
Attorney for Respondent