



Ryan S. Ficklin (16450)
10406 S. 1055 W. Ste. 201
South Jordan, Utah 84095
Telephone: (801) 948-8889
ryan@utahdivorce.com
Attorney for Petitioner

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

In the Matter of the Marriage of, MATTHEW JOSHUA TURNER, Petitioner, and. ABIGAIL CORA TURNER, Respondent.	DECREE OF DIVORCE Case No. 244903554 Judge Laura Scott Commissioner Russell Minas
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The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the Court.

JURISDICTION AND VENUE

- Residency: Petitioner is a bona fide resident of Salt Lake County, State of Utah for three months immediately prior to the filing of this action.

1. Marriage: The parties were married on October 22, 2021, in Ooltewah, Tennessee and have since remained husband and wife.
2. Minor children: Petitioner and Respondent have one minor child together, CJT, born June 14, 2022.

PHYSICAL AND LEGAL CUSTODY AND PARENT TIME

3. Petitioner shall have sole physical custody of the minor child.
4. Respondent's parent time shall be as follows:
5. **Phase I**: Commencing the date of this Stipulation, Respondent is entitled to exercise Phase I parent time as follows-
 - a. Supervised parent time every Saturday from 10:00 a.m. until 2:00 p.m. and four hours on the holidays outlined below, with the four hours of parent time to take place on the actual day of the holiday, unless the visit can not be accommodated by the supervisor, in which case the visit will take place on another day during the week of the holiday.
 - b. All parent time shall be supervised by Robyn Carter or a doula employed by her (in connection with this, any individual providing supervision services shall sign the attached Affidavit), Kiger (or another similar paid supervision service of Respondent's selection), or another supervisor mutually agreed upon by the parties in writing. Respondent shall be solely responsible for the cost of supervision services, unless otherwise stated herein.

- c. The Petitioner shall not cancel any visits, unless there is an emergency or the minor child is seriously ill. Should a visit be cancelled by the Petitioner due to an emergency or serious illness of the child, the visit shall be made-up on Sunday from 10:00 a.m. until 2:00 p.m. In the event the Petitioner cancels a visit for a reason other than an emergency or serious illness of the child, the visit shall be made-up on Sunday from 10:00 a.m. until 2:00 p.m., with the Petitioner to be solely responsible for the supervision costs for the visit.
- d. The Phase I parent time shall be in effect for a period of six weeks.
- e. With the exception of cancellations compliant with the terms set forth below, the Respondent must consistently exercise all of the parent time per Phase I in order to move to Phase II parent time. Should she fail to do so, Phase I parent time will re-set and start over again with Day 1 of Phase I.

6. Phase II: Upon Respondent's successful completion of Phase I parent time, the supervision requirement is lifted, and she will be entitled to exercise parent time as follows –

- a. Parent time every Tuesday from 4:00 p.m. until 8:00 p.m., every Saturday from 10:00 a.m. until 2:00 p.m., and four hours on the holidays outlined below, with the four hours of parent time to take place on the actual day of the holiday.
- b. At all times during the Phase II parent time, the Respondent shall be subject to substance abuse monitoring. At all times that the Respondent has an ankle monitor in place in connection with the DUI case, this shall be sufficient to satisfy the monitoring requirement, however at any time an ankle monitor is

not in place, the Respondent shall notify the Petitioner in writing, and be required to obtain and pay for a BacTrack device. In connection with the BacTrack monitoring, the Respondent shall test for alcohol at the beginning and end of each parent time period. The results of each test shall be provided to Petitioner immediately after testing. If Respondent tests positive for alcohol during the Phase II period, she shall start Phase I again as described above. Petitioner may also request that Respondent takes a urinalysis (“UA”), at Respondent’s cost, if Petitioner has a reasonable suspicion that Respondent has consumed alcohol. Respondent shall take the UA within 48 hours and shall immediately provide the results of the test to Petitioner.

- c. The Phase II parent time shall be in effect for a period of eight weeks.
- d. With the exception of cancellations compliant with the terms set forth below, the Respondent must consistently exercise all of the parent time per Phase II in order to move to Phase III parent time. Should she fail to do so, Phase II parent time will re-set and start over again with Day 1 of Phase II.

7. **Phase III:** Upon Respondent’s successful completion of Phase II parent time, she will be entitled to exercise parent time as follows –

- a. Parent time every Tuesday from 4:00 p.m. until 8:00 p.m., an overnight with the child every week from 6:00 pm on Saturday to 2:00 pm on Sunday, and eight hours on the holidays outlined below, with the eight hours of parent time to take place on the actual day of the holiday.

- b. At all times during the Phase III parent time, the Respondent shall be subject to substance abuse monitoring. At all times that the Respondent has an ankle monitor in place in connection with the DUI case, this shall be sufficient to satisfy the monitoring requirement, however at any time an ankle monitor is not in place, the Respondent shall notify the Petitioner in writing, and the Respondent shall be required to obtain and pay for a BacTrack device. In connection with the BacTrack monitoring, the Respondent shall test for alcohol at the beginning and end of each parent time period. The results of each test shall be provided to Petitioner immediately after testing. If Respondent tests positive for alcohol during the Phase III period, she shall start Phase I again as described above. Petitioner may also request that Respondent takes a urinalysis (“UA”), at Respondent’s cost, if Petitioner has a reasonable suspicion that Respondent has consumed alcohol. Respondent shall take the UA within 48 hours and shall immediately provide the results of the test to Petitioner.
- c. The Phase III parent time shall be in effect for a period of eight weeks.
- d. With the exception of cancellations compliant with the terms set forth below, the Respondent must consistently exercise all of the parent time per Phase III in order to move to Phase IV parent time. Should she fail to do so, Phase III parent time will re-set and start over again with Day 1 of Phase III.

8. In connection with the Phase I, II and III parent time periods outlined above, cancellation of parent time shall be handled as follows:

a. Should Respondent need to cancel parent time due to a legitimate reason, she must provide Petitioner with written notice of the cancellation as soon as she becomes aware of the need to cancel; and provide the reason for the cancellation. In connection with this, there shall not be more than one cancellation total during the Phase I parent time (ie. there may be up to one cancellation during Phase I without causing parent time to re-set), not more than two cancellations total during the Phase II parent time (ie. there may be up to two cancellations during Phase II without causing parent time to re-set), and not more than two cancellations total during the Phase III parent time (ie. there may be up to two cancellations during Phase III without causing parent time to re-set).

b. Should the Respondent fail to exercise any visit without providing the Petitioner with written notice of the cancellation, then under this circumstance, it will count against her as a cancellation.

c. Should the Respondent need to cancel a visit due to being out of town for work obligations, the parties will attempt to coordinate make-up parent time; however if make-up parent time is unable to occur, then the Respondent not having parent time will not count against her nor serve as a basis to re-set any parent time Phase.

d. Should the Petitioner cancel any visit, then the Respondent not having parent time will not count against her nor serve as a basis to re-set any parent time Phase.

9. Phase IV: Upon Respondent's successful completion of Phase III parent time, she will be entitled to exercise parent time pursuant to U.C.A. § 81-9-302, which shall be as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Matthew	Abigail mid-week, commencing after the regular dismissal of school or 9:00 a.m. if school is not in session	Matthew	Matthew	Matthew	Matthew	Matthew
Week 2	Matthew	Abigail mid-week, commencing after the regular dismissal of school or 9:00 a.m. if school is not in session	Matthew	Matthew	Matthew	Abigail	Abigail

10. Respondent shall not be required to use a BacTrack device once she is in Phase IV.

11. Both parents shall provide notification of extended parent-time or vacation weeks, with the child by May 1 each year for first option parent and May 15 for second option parent.

Petitioner shall have first choice of extended time in odd numbered years and Respondent shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may have priority.

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

Even	Odd	Holiday and Time
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Years	Years	
Matthew	Abigail	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with drop off to school
Abigail	Matthew	President's Day after school on the Friday before holiday to Tuesday morning with drop off to school
Matthew	Abigail	Spring Break after school on the day school lets out to the day school resumes with drop off to school
Abigail	Matthew	Memorial Day after school on the Friday before holiday to Tuesday morning with drop off to school
Matthew	Abigail	July 4th 9 a.m. the day before holiday to the day after at 6 p.m.
Abigail	Matthew	July 24th 9 a.m. the day before holiday to the day after at 6 p.m.
Matthew	Abigail	Labor Day after school on the Friday before holiday to Tuesday morning with drop off to school
Matthew	Abigail	Fall Break after school on the day school lets out to the day school resumes with drop off to school
Abigail	Matthew	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Abigail	Matthew	Thanksgiving after school on the day school lets out to the day school resumes with drop off to school
Matthew	Abigail	First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Abigail	Matthew	Second Half of Christmas Vacation , beginning December 27 at 7 p.m. and ending the day school resumes with drop off to school
Matthew	Abigail	The day after child's birthday from after school or 9 a.m. if school is not in session until the next morning with drop off to school or 9 a.m. if school is not in session
Abigail	Matthew	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with drop off to school or 9 a.m. if school is not in session
Matthew	Matthew	Father's Day the day before the holiday at 6 p.m. to the day after at 8 a.m.
Abigail	Abigail	Mother's Day the day before the holiday at 6 p.m. to the day after with drop off to school

13. Legal Custody. The parties shall have joint legal custody of the minor child. Both parties will have access to the child's school, church. The parties shall handle decision making regarding the minor child as follows-

a. Day to day and emergency decisions shall be made by the parent who the child is with at the time. In the event of an emergency involving the child, the other parent shall be notified as soon as reasonably possible.

b. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be addressed according to the following procedure-

i. The parent who becomes aware of such a decision concerning the child shall notify the other parent upon becoming aware of the issue.

ii. The parties shall then discuss the issue in an attempt to reach an agreement regarding the decision and in conjunction with this, consult with a professional or professionals (if applicable) qualified in the area of the decision.

iii. In the event the parties are unable to reach an agreement regarding the decision after discussion, they will participate in mediation to address the decision. The mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediator.

iv. If the parties are unable to reach an agreement regarding the decision in mediation, then the decision shall be made by Petitioner. If Respondent disagrees with Petitioner's decision, she may submit the issue to the court for a determination on the disputed issue(s). For Respondent to prevail at Court, it is not enough to show the Court that she would have

made a different decision than Petitioner but rather, she must show the Court that her decision would be in the child's best interest. Both parties shall have the authority to make routine decisions regarding the child's emergency and day-to-day activities when the child is in his or her care.

SOBRIETY REQUIREMENTS

14. In order to maintain her sobriety, Respondent shall abide by the following provisions:

15. The Respondent shall undergo a substance abuse evaluation. In connection with this, the following shall apply:

a. The evaluation shall be conducted by Dr. Jonathan Bone.

b. The Respondent shall be responsible to pay the cost of the evaluation, with the exception of any portion of the evaluation cost related to the GAL providing input to Dr. Bone, which shall be paid by the Petitioner.

c. The GAL (Lillian Reedy) shall provide input relevant to the evaluation directly to Dr. Bone. The Petitioner shall be solely responsible for all costs associated with this.

d. The evaluation report shall be provided to the Petitioner upon completion.

e. The evaluation shall be completed and the report provided to Petitioner prior to Phase IV parent time commencing.

e. The Respondent shall follow all treatment recommendations issued in connection with the evaluation, providing verification of compliance with the treatment recommendations.

16. Respondent shall attend at least one (1) AA (alcoholics anonymous) meeting per week from Phase 1 and Phase III and shall provide proof of attendance to Petitioner.

17. Respondent shall not consume alcohol during any parent time periods.

PARENTING PLAN

18. 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.

19. The parties shall give notice within 24 hours of a move in writing via mail or email to give the other parent the new contact information. The parties shall also give new telephone numbers and emails within 24-hours of a change.

20. Where the child attends school shall be determined by Petitioner's address.

21. Unless any protective orders say otherwise, the parties will discuss all parenting concerns by text, email, or mail at any time needed and will not use their child to deliver messages. The parties will use phone contact for emergencies or changes to the date of the exchange.

22. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if equipment is reasonably available. Telephone contact shall be at reasonable hours and for reasonable duration.

23. When the child travels with either parent overnight, all of the following will be provided to the other parent: itinerary for travel dates, list of destinations, places where the child or traveling parent can be reached, and the name and telephone number of an available third person that would be knowledgeable of the child's location.

24. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school

calendar or school email. The parties shall have the obligation to obtain all information of any school programs, extracurricular activities and sporting events their children may be involved in from the school and not the other parent.

25. Special consideration shall be given by each parent to make the child 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.

26. If any protective orders are in place that prevent direct contact between the parties, transportation of the child shall be through the child's daycare or through a third party. If there are not any protective orders that prevent direct contact between the parties, transportation shall be as the parties agree but in the event of a disagreement, the receiving party shall be responsible for the transportation of the minor child once Respondent is in Phase IV as described herein. If Respondent is in Phase 1 through Phase III, Respondent shall be responsible for all transportation of the child. Once the child is in school and if Respondent is in Phase IV, then the receiving parent shall be responsible for the transportation of the child with the exception that Respondent shall be responsible for all of the transportation during her midweek visit.

27. If the parties have any future disagreement pertaining to their child 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 should an emergency arise which would make formal negotiation not practical.

28. Each party should be ordered to assume and be responsible for 50% of any out-of-pocket amounts incurred for any mutual agreed-upon in writing extracurricular activities that the minor child might be involved in. The party incurring extracurricular out-of-pocket costs must submit to the other party verification of incurred expenses in the form of a receipt or an invoice, within 30 days of payment or receiving the same and should be reimbursed by the other party within 30 days of receiving verification of incurred expenses.

29. 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. The parties agree that this does 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.

30. Once Respondent is in Phase IV as described herein and if Petitioner has a reasonable suspicion that Petitioner consumed or is consuming alcohol or drugs during her parent time, Petitioner shall request that Respondent takes an EtG Urinalysis (“UA”) or fingernail test. Respondent shall take the EtG UA or fingernail test within thirty-six (36) hours of the test barring exigent circumstances (i.e. no testing facilities are open). Petitioner shall pay the upfront cost of the test. If the test comes back positive for alcohol or drugs (excluding medications for which the Respondent has a valid prescription and is taking the medication in accordance with

the prescription), Respondent shall reimburse Petitioner for the cost of the test within seven (7) business days. If the test comes back positive for alcohol or drugs (excluding medications for which the Respondent has a valid prescription and is taking the medication in accordance with the prescription), Respondent shall have supervised visitation pursuant to Phase 1 as described herein until there is an agreement between the parties to lift supervised parent time or further order of the court.

FINANCIAL ITEMS

31. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-202 *et seq.* Petitioner's gross monthly income is \$8,050.00 per month. Respondent is unemployed but shall be imputed \$2,600.00 for child support purposes. Respondent's child support obligation shall be \$68.00 per month commencing July 1, 2026.

32. Arrears: The Respondent owes child support arrears, totaling \$1,200.00 through the month of June of 2026. These arrears shall be paid by the Respondent to the Petitioner in monthly payments of \$100.00 per month, commencing the month of July of 2026 and paid monthly thereafter until paid in full. The monthly payments shall be tendered in one monthly installment on or before the 16th of the month.

33. Unless the Court orders otherwise, support for the child terminates at the time: (1) the 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) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

34. 1Medical/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. 2The parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The children'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.

a. 3Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

b. 4The 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 should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

c. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental

insurance plan of Petitioner shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child 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 child.

d. If at any point the child is covered by both parties' insurance plans through their employer, then the parties shall be responsible for their own insurance premiums without contribution from the other.

35. The parties shall equally share all work related childcare pursuant to U.C.A. § 81-6-209.

36. Petitioner shall claim the child for tax purposes in even numbered years and Respondent shall claim the child for tax purposes in odd numbered years. The Respondent must be current in child support by December 31st of the year she is entitled to claim the child on taxes in order to claim the deductions. In connection with this, if the Petitioner believes that the Respondent is not current in child support, he shall notify her in writing of such by 12/15, including the amount of arrears claimed. Thereafter, the Respondent shall have until 12/31 in order to bring any arrears current. In the event that the Respondent is not current or does not become current in child support by 12/31 of the year she is entitled to claim the child, then the Petitioner shall be awarded the deductions for the child for that year. This provision applies prospectively to future

arrears only, which accrue subsequent to the date of this Stipulation. Accordingly, the parties acknowledge that there are presently arrears owing by the Respondent, as addressed above, and therefore agree that these arrears shall not preclude the Respondent from claiming the deductions awarded to her herein.

37. Alimony. Neither party should be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

ASSET AND DEBT DIVISION

38. Real Property. The parties do not own any real property.

39. Personal Property. The parties' items of property have already been divided between the parties other than Petitioner's couch which is in Respondent's possession.

40. Bank Accounts: Each party shall be awarded the bank accounts in his or her name, per the parties' postnuptial agreement.

41. Retirement Accounts: Each party shall be awarded the retirement accounts in his or her name, per the postnuptial agreement.

42. Investments: Each party shall be awarded the investment accounts in his or her name, per the postnuptial agreement.

43. Property Settlement/Personal Property: The parties have heretofore divided the personal property among themselves by agreement and each party shall keep the personal property in his or her possession as of the date of this Stipulation as a full and complete division of personal property.

44. Expenses for the minor child: Both parties are current in the payment of all expenses relating to the minor child through the date of this Stipulation.

45. 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>
Debt in Matthew's name	Matthew
Debt in Abigail's name	Abigail

- 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. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should 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.

MISCELLANEOUS PROVISION

46. SName: Respondent will have the option of restoring her last name to a name of her choice if she so desires.
47. 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.
48. Divorce Education: The parties will take the Divorce Education Class and Divorce Orientation Class within 14 days of the date the Stipulation is signed.
49. The parties shall maintain their own separate vehicle, dental, vision, life, and health insurance policies as of the date of the Decree of Divorce
50. Both parties shall be responsible for their own attorney fees.
51. The agreement settles all claims and issues between the parties as of the date of the Stipulation. Accordingly, the parties expressly waive all such claims and interests, which are hereby extinguished.
52. After the GAL (attorney Lillian Reedy) has provided input to Dr. Bone in connection with the substance abuse evaluation referenced above, she shall be released from the case as the GAL.

1. **THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S
SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.**

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner's attorney, Ryan S. Ficklin, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on July 15, 2026, I transmitted a true and correct copy of the foregoing document via email to the following:

Todd Weiler
Attorney for Respondent

/s/ **Ryan S. Ficklin**
Ryan S. Ficklin
Attorney for Petitioner