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IN THE THIRD DISTRICT COURT OF UTAH

IN AND FOR THE COUNTY OF SALT LAKE, STATE OF UTAH

<i>In the Matter of the Marriage of:</i> KORI LYNN DANA, Petitioner, and TROY JAMES DANA, Respondent.	DECREE OF DIVORCE Civil No. 254903675 Judge: TODD M. OLSEN Commissioner: RENEE BLOCHER
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The above-entitled matter comes before the Court, the Honorable Judge Todd M. Olsen presiding. Petitioner is represented by David J. Ostrowski; Respondent is *pro se*. The Court, having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised in the premises, hereby orders as follows:

ORDERED, ADJUDGED, AND DECREED

1. The parties are hereby awarded a Decree of Divorce severing the bonds of matrimony between the parties on the grounds of irreconcilable differences, effective immediately upon entry.

PROVISIONS RELATING TO THE CHILD OF THE PARTIES

2. There has been one child born as issue of this marriage, to wit: B.C.D., born November 2013.

3. Pursuant to Utah R. Civ. P. 100, Petitioner states, upon information and belief, that there are no proceedings for custody of the above-named minor child filed or pending in the Juvenile Court.

CHILD CUSTODY, PARENT TIME, AND PARENTING PLAN

4. **Joint Legal Custody:** In the best interest of the child, the parties shall be awarded joint legal custody of the minor child. In the event that the parties do not agree on a decision that falls under legal custody, the Petitioner shall have final say.

5. **Sole Physical Custody:** In the best interest of the child, the Petitioner shall be awarded sole physical custody of the minor child.

6. **Parent Time:** At the recommendation of the Guardian ad Litem, Respondent shall be awarded parent time as follows:

- a. Starting August 23, 2026, Respondent shall have 8 hours of parent time once per week until September 13, 2026.

- b. Starting September 13, 2026, Respondent's parent time shall increase to one overnight per week, from Friday at 5:00 pm to Saturday at 7:00 pm, until October 11, 2026.
 - c. Starting October 11, 2026, Respondent shall exercise parent time pursuant to Utah Code §81-9-302.
 - d. As the Respondent progresses therapeutically and circumstances develop, either party may ask the Court to consider whether additional parent-time would be in the child's best interests. In considering any future expansion, the Court may consider the Respondent's therapeutic progress, input from the child's treating professional(s), the circumstances then existing, and the Private Guardian ad Litem's assessment in her capacity as PGAL. Any expansion of parent time shall occur only by agreement of the parties or further order of the Court.
7. **Holiday Provisions:** The parties shall observe the holiday schedule as outlined in Utah Code Ann. § 81-9-302. Petitioner shall be considered the custodial parent for holiday and extended parent time purposes.
8. **Pickup and Delivery for Parent Time:** When it is necessary to pick up the child to exercise parent time, the parties shall meet at the Maverick station close to each of their homes.
9. **Virtual Parent-Time:** The parties shall be entitled to untethered access to each child during the other party's parent time. It shall be of reasonable duration and at

reasonable hours. Neither party shall interfere with the other party's virtual parent time. Telephone, Skype, FaceTime, texting, and other forms of electronic communication are acceptable to exercise virtual parent time. All communication between a parent and the child shall be uncensored, unmonitored, and unrecorded.

10. **Relocation**: If either of the parties intends to relocate, the relocating parent shall give the other 60 days' notice along with his/her new contact information, and at a minimum, parent time shall be subject to the relocation provision contained in Utah Code Ann. § 81-9-209.

11. **Advisory Guidelines**: The parties shall follow the advisory guidelines set forth in Utah Code Ann. § 81-9-202, with the exception that, to the extent Utah Code Ann. § 81-9-202 conflicts with any provision of the decree, the provisions of the decree shall be the controlling provision. These guidelines govern all parent-time arrangements between the parties.

a. **Mutual Restraining Order**: The parties shall be restrained from disparaging the other party to or in the presence of the child, and are to instruct third parties to also be so restrained. Both parties shall be restrained from discussing the legal action or any adult topics with or in the presence of the child, and are to instruct third parties to also be so restrained. The parties shall be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place. The parties shall further cause any third parties, including relatives, not to disparage the other party or the parties' child. The parties shall be responsible for

preventing any unfair treatment of the minor child by third parties. The parties shall be further permanently restrained from going near the other party's residence, car, or place of employment, without consent from the other party.

- b. **Communication**: Each party shall communicate directly with the other and not through third persons. The parties shall use Our Family Wizard for communications. The minor child shall never be used as a messenger. Communication shall be respectful and, at no time, sarcastic or derogatory. Communication shall be limited to matters involving the minor child, such as their health, activities, and well-being. In the event of a medical emergency involving the child, each party shall promptly notify the other.
- c. **Emergency Medical Decisions**: The parent who has the child at the time they suffer a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent shall notify the other parent of the emergency immediately.
- d. **Day-to-Day Decisions**: Whichever parent has the child in their physical custody may make minor, day-to-day decisions regarding them and their care.
- e. **Address and Phone Number**: The parties shall keep each other informed of their contact information (address, phone, email) and update the other within 24 hours upon knowledge of any change.
- f. **Medical Information**: Both parties shall have the right to obtain medical information for the minor child from healthcare providers directly, without the necessity of going

through the other party or getting their permission. The parties shall keep each other updated on all medical information regarding the child.

- g. **Educational Information**: Both parties shall have the right to obtain educational information for the child directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party shall be listed as a parent for the purposes of school contact or medical care provider contact. The parties shall keep each other updated on all educational information regarding the child. Both parties shall be listed as parents of the child, and both parents may pick up the child from school, not to interfere with regular school hours, except in cases of bona fide appointment that necessitate early check out, or in case of emergency.
- h. **Safe Environment**: The parties shall maintain safe and appropriate sleeping and living accommodations for the minor child;
- i. **Stability**: The parties shall work together in a reasonable manner to accommodate each other and to provide the minor child consistency and stability;
- j. **Notice of Activities**: Both parties shall be required to notify the other party in a timely manner of major events in the child's life that they otherwise would not be aware of, so that they can have enough advance notice to attend. This includes, but is not limited to, all extra-curricular activity schedules, school events, etc. Each party shall provide the other party with these schedules as soon as they receive them and shall make best efforts to immediately provide an electronic copy or notification of

- the events. Both parties shall have direct access to the minor child's activity schedules.
- k. **Special Consideration for Events**: Special consideration shall be given by each parent to make the minor child available to attend family functions (which does not include regularly occurring weekly family dinners or events), 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. The parties shall make every effort to schedule their activities during their parent time;
 - l. **Tattooing, Body Piercing, and Permanent Cosmetics**: Neither parent shall allow others to permanently change the appearance of the child's body, including but not limited to body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent of the other parent.
 - m. **No Illegal use of Drugs, prescription drugs, or use of alcohol to excess**: Each party shall refrain from the use of illegal drugs or prescription drugs used in a non-prescribed manner or from using alcohol to the level of intoxication when the child is present. Each party shall be prohibited from exposing the child to harmful substances such as drugs and alcohol.
 - n. **No Exposure to Pornography**: The parties shall not expose the minor child to pornographic material of any kind.

PROVISIONS RELATING TO SUPPORT PAYMENTS

12. **Child Support**: A sole custody worksheet shall be used to calculate child support for the minor child using the parties' gross monthly income. For the purpose of child support, Petitioner's gross monthly income is \$5,606.00. Respondent shall be imputed at \$1,257.00 gross monthly income. Respondent shall pay \$75.00 per month in child support to Petitioner. On or before August 1, 2027, the parties shall exchange their current financial information to recalculate child support and submit it to the court. If the parties cannot agree on the recalculated child support amount, they shall return to mediation.

PROVISIONS RELATING TO HEALTH INSURANCE

13. Pursuant to Utah Code Ann. § 81-6-208, if health insurance for the benefit of the minor child is available to either party, that party shall be required to maintain said insurance. The parties shall follow the provisions stated in Utah Code Ann. § 81-6-208 with regard to health insurance for the minor child. The child is currently covered under the Petitioner's health insurance policy.

14. The parties shall follow the provisions stated in Utah Code Ann. § 81-6-208 regarding covered and non-covered health insurance and premiums for the minor child. The parties shall divide equally all reasonable and necessary medical, dental, optical, orthodontic, and psychotherapeutic expenses incurred for the benefit of the child. All claims for reimbursement shall be subject to verification per Utah Code Ann. § 81-6-208(8) through (10).

PROVISIONS RELATING TO SCHOOL FEES AND EXTRACURRICULAR ACTIVITIES AND EXPENSES

15. The parties shall equally share the cost of the minor child's school and extracurricular activities to which both parties agree in writing, and neither party will unreasonably withhold this agreement.

16. The parties shall honor splitting the costs of current extracurricular activities already in place and into the future if the child so desires to maintain the activity.

17. The parties shall allow the child to attend extracurricular activities even if it is on the parent-time day of the other party.

18. Neither party shall enroll the child in an extracurricular activity without mutual written agreement.

19. Proof of payment of said school fees and extracurricular activities shall be provided by the party enrolling the minor child in the activity to the other party within thirty (30) days of the payment, with reimbursement to take place within the following thirty (30) days.

PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS

20. During the course of the marriage, the parties acquired financial accounts. Said financial accounts have already been divided, except for the Granite Credit Union account.

21. The parties shall cooperate to remove Respondent from the Granite Credit Union account.

PROVISIONS RELATING TO PENSION AND RETIREMENT ASSETS

22. Each party shall be awarded all retirement, 401k, IRA, or any other retirement- like plans, benefits, or accounts currently held in his or her name.

PROVISIONS RELATING TO REAL PROPERTY

23. During the course of the marriage, the parties acquired real property located at 969 W. Montauk Lane, Stansbury Park, UT 84074. The property has been sold, and the proceeds are being held by Real Advantage Title. Proceeds shall be distributed as follows: Petitioner shall be awarded 65 percent of the proceeds of the Property. Respondent shall be awarded 35 percent of the proceeds of the Property.

- a. The 65/35 house proceeds split takes into account any balances owed to Petitioner by Respondent for therapy, auto insurance, medical, the mortgage payment made by Petitioner in September 2025, and the balance owed on the security system, for which Petitioner shall be responsible.
- b. The 65/35 house proceeds split takes into account any child support arrears owed to Petitioner from Respondent.

PROVISIONS RELATING TO PERSONAL PROPERTY

24. During the course of the marriage, the parties acquired certain personal property. With the exception of the following, each party shall retain the personal property currently in his or her possession.

- a. Respondent shall be awarded the 2025 Coleman trailer and any equity or debt associated with it. Respondent shall take the necessary steps to remove Petitioner

from the loan associated with the trailer within 30 days. If Petitioner's name has not been removed within 30 days, Respondent shall sell the trailer. If a balance is owed on the trailer, Respondent shall be responsible for the balance.

PROVISIONS RELATING TO DEBTS AND OBLIGATIONS

25. During the course of the marriage, the parties acquired certain debt. The parties shall each keep the debt in their individual names.

26. Respondent shall take the necessary steps to remove Petitioner from the loan associated with the 2025 Coleman trailer.

TAXES

27. The parties shall alternate claiming the child each year for the purposes of filing federal and state tax returns. Petitioner shall claim the child for 2026.

ATTORNEY'S FEES

28. Each party shall be responsible for his or her own attorney's fees.

PROVISIONS RELATING TO MUTUAL NON-HARASSMENT

29. Both parties shall be restrained from harassing, harming, bothering, annoying, threatening, and committing violence against the other party.

MISCELLANEOUS PROVISIONS

30. **Insurance**: Once the court has entered the Decree of Divorce, each party shall be responsible for their own policies of health, dental, vision, and automobile insurance.

31. **Name Change**: Petitioner shall be entitled to restore her maiden name of “Lee” if she so desires.

32. **Respondent’s Payment to Guardian ad Litem**: There is an outstanding balance of \$1,266.00 due from Respondent. Real Advantage Title shall withhold \$1,266.00 from the Respondent’s portion of the house proceeds. The title company shall issue a check for \$1,266.00, payable to Velvet Rodriguez.

33. **Mediation**: Prior to or concurrent with a Petition to Modify being filed to change any provision of a final decree, the parties must first make a good faith attempt to offer to resolve the issue through mediation, for which both parties will share the cost equally.

34. **Execution of Documents**: Both parties shall be ordered to sign and fully execute whatever documents are necessary to implement the provisions of the Decree of Divorce within 60 days of the entry thereof. If a party fails to execute a document within 60 days of the entry of the Decree of Divorce, the other party shall be able to apply, at the cost of the disobedient party, for the court to appoint some other person to execute the documents so that, when so done, the execution has the same effect as if executed by the disobedient party, pursuant to Utah R. Civ. P. 70.

END OF DECREE

COURT SIGNATURE WILL APPEAR AT THE TOP OF THE FIRST PAGE

Approved as to Form:

/s/Troy Dana

Troy Dana

Respondent

signed by David J. Ostrowski

with permission from Troy Dana

/s/Velvet Rodriguez

Velvet Rodriguez

PGAL

signed by David J. Ostrowski

with permission from Velvet Rodriguez

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, you may object to the form of the above Order by filing an objection within 7 days after service, plus 3 days if served by mail. After the time to object expires, the above Order will be filed with the Court for signature and entry.

CERTIFICATE OF SERVICE

I certify that on August 27, 2026, I served a copy of the above document on the following people by the method indicated:

Troy Dana Respondent	☐ Mail ☐ Electronic filing ☐ Hand Delivery
Velvet Rodriguez PGAL	☐ Fax ☒ Email ☐ Left at business ☐ Left at home

/s/Marina Johnson

Marina Johnson