



JENNIE WINGAD (#16347)
STEPHEN FLORENCE (#18922)
BLACKLEY & WINGAD
Attorneys at Law
2159 S 700 E, Suite 100
Salt Lake City, Utah 84106
Telephone: (801) 278-3700
stephen@blackleywingad.com

Attorneys for Petitioner

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

In the Matter of the Marriage of:

STEVEN SCOTT OVERBY,

Petitioner,
and

FELICIA MARIE OVERBY,

Respondent.

BIFURCATED DECREE OF DIVORCE

Case No. 264901665

Judge AMBER M METTLER

Commissioner MICHELLE BLOMQUIST

This matter came before the Court pursuant to the Verified Petition for Divorce filed by Petitioner, Steven Overby (“Petitioner” or “Father”) on March 30, 2026, and the Counter Petition for Divorce filed by Respondent, Felicia Overby (“Respondent” or “Mother”) on April 16, 2026. The parties filed a Stipulation for Bifurcated Divorce and for Amended Temporary Orders (“Stipulation”) on September 15, 2026, signed by Petitioner and Respondent, which resolves certain issues between them, and reserves other issues on a temporary basis as specified. For those matters designated as temporary, appropriate temporary orders shall be entered herewith.

The Court having entered its Findings of Fact and Conclusions of Law, it is hereby Ordered, Adjudged, and Decreed as follows:

The parties are awarded a Bifurcated Decree of Divorce on the grounds of irreconcilable differences, and their marriage is hereby dissolved.

1. **Residency.** Petitioner and Respondent are bona fide residents of Salt Lake County, State of Utah, and have been for more than three months immediately prior to the filing of this action.
2. **Marriage Information.** Petitioner and Respondent were married on March 23, 2023, in Honolulu County, State of Hawaii, and are presently married. The parties separated in or around January of 2026.
3. **Grounds.** The parties have experienced irreconcilable differences in their marriage and there is no chance of reconciliation. The parties request that this Court order that the marriage be dissolved.
4. **Children.** The parties have two (2) minor children born or adopted of this marriage, to wit:
 - a. M.O., born in January of 2017; and
 - b. E.O., born in October of 2020.
5. Pursuant to Utah Rule of Civil Procedure 100(a), there are proceedings involving custody, criminal, protective orders, or delinquency involving the above-named minor children in juvenile court or any other venue. Specifically, a criminal protective order case is currently pending in the Third Judicial District Court in Case No. 261901110. In addition, a DCFS case is currently pending.
6. No further children are expected as issue of this marriage.

7. **Jurisdiction.** Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §81-11 et seq. (1953 as amended), in that Utah is the home state of the minor children at the time of commencement of this proceeding. The parties stipulate that the Court may bifurcate this case between those issues which are deemed final as set forth in this Stipulation and those which are specifically designated as temporary.

8. **Temporary Legal Custody.** Mother shall initially be awarded temporary sole legal custody of the minor children until Father's parent time reaches Phase Three as set forth in Paragraph 9(c) below. At that time, the parties shall have temporary joint legal custody of the minor children, with Mother having provisional final decision making authority as set forth herein:

a. The parties shall discuss all major decisions concerning the children including their health, education, religion, and general welfare, daycare, medical and dental treatment, and therapy.

b. To accomplish this, the parties shall use the following decision-making procedure: (1) Identify the issue; (2) meaningfully discuss possible solutions and respond to any inquiries within 48 hours; (3) Consult with any applicable and available experts in the relevant area of dispute; and (4) Choose the most sensible solution that considers the needs and interests of everyone involved.

c. If the parties reach an impasse, Mother shall have provisional final decision making authority for that decision. Mother shall communicate her decision to Father, in writing, but the decision shall be stayed for fourteen (14) days following Father's

receipt of Mother's decision. If Father files a motion or other appropriate pleading with the Court within the fourteen (14) day stay period, the decision shall be stayed pending the Court's decision. If Father files no such motion or other appropriate pleading within the stay period, Mother may proceed with the decision.

d. While the parties are awaiting a hearing date with the Court, they shall attend mediation to try to resolve the issue.

e. Unless the parties agree or the court orders otherwise, Mother shall be deemed the residential parent for school zoning purposes.

f. Both parties shall immediately execute such releases of information as may be requested by the Private Guardian ad Litem appointed in this case

9. **Temporary Physical Custody and Parent Time.** Mother is awarded temporary sole physical custody of the minor children, subject to Father's parent time. Father's parent time as the parties agree. If the parties do not agree, Father's temporary parent time shall be pursuant to Utah Code Ann. §81-9-302, following a ramp-up period as follows:

a. Supervision. The parties agree that the requirement for Father's parent time to be supervised may be rescinded. Accordingly, upon entry of Amended Temporary Orders, Father shall no longer be required to have supervision for his parent time.

b. Phase One. Beginning immediately, and continuing until November 9, 2026, Father's parent time shall be as follows:

i. Father shall have two (2) midweek visits with the minor children each week, on Tuesday and Thursday evenings from 4:00 p.m. to 7:00 p.m.

ii. In addition, Father shall have the minor children every other weekend, on

Saturday and Sunday from 1:00 p.m. to 6:00 p.m.

c. Phase Two. Beginning November 9, 2026, and continuing until January 4, 2027,

Father's parent time shall be as follows:

- i. Father shall have two (2) midweek visits with the minor children each week, on Tuesday and Thursday evenings from 4:00 p.m. to 7:00 p.m.
- ii. In addition, Father shall have the minor children every other weekend, starting Saturday at 1:00 p.m. and ending Sunday at 6:00 p.m.

d. Phase Three. Beginning January 4, 2027, Father's parent time shall be pursuant to Utah Code Ann. §81-9-302, as follows:

- i. Father shall have the minor children every other weekend, starting Friday at the end of the child's school or as early as 9:00 a.m. if the minor children are not in school and Father is available to provide personal care for the children, until Sunday at 7:00 p.m.
- ii. In addition, Father shall have one (1) mid-week visit with the minor children every Thursday, starting at the end of the children's school or as early as 9:00 a.m. if the minor children are not in school and Father is available to provide personal care for the children, until 7:00 p.m.

e. Holiday Parent Time Ramp-Up. Father's holiday parent time shall not include overnights until Father's parent time enters Phase Two as set forth in Paragraph 9(b). While in Phase Two, Father may designate one (1) overnight for each of his awarded holidays. Father's holiday parent time shall otherwise include only day visits until Father's parent time enters Phase Three as set forth in Paragraph 9(c).

10. Transportation. Exchanges shall be as the parties agree. If the parties cannot agree, the following shall apply:

a. While the Protective Order against Father remains in place, exchanges shall take place at the Herriman Police Department at the commencement of Father's parent time and at the West Valley City Police Department at the commencement of Mother's parent time. The receiving parent shall provide transportation. Once the Protective Order against Father is dismissed, exchanges and transportation shall be as set forth in this Paragraph 8. School-to-school exchanges shall be utilized when possible. When they are not possible, exchanges shall be at the parties' respective residences.

b. When school-to-school exchanges are not possible, the receiving parent shall pick up the minor children from the other parent's residence unless the parties agree otherwise. Exchanges shall be curbside, meaning that the party picking up the minor children shall remain in or within arm's length of their vehicle, and the party relinquishing the children shall remain in or within arm's length of their residence.

c. Both parties shall be civil and shall avoid confrontation during parent exchanges. There shall be no discussion of any parenting or other issues during exchanges. The parties shall ensure that any third parties (including spouses, other children, extended family members, etc.) are civil and avoid confrontation during parent exchanges.

d. A spouse, grandparent, or other responsible adult known to the minor children and both parties may pick up or drop off the minor children for exchanges.

11. Holiday Parent Time. Holiday parent time shall be as the parties agree. If the parties cannot agree, holiday parent time shall be based upon Utah Code Ann. §81-9-302, as set forth herein:

- a.** The parties have chosen to remove Juneteenth from their holiday parent time calendar.
- b.** For Winter Break, the parties agree that the parent awarded the first half of Winter Break shall have the children from the end of school on the last day of school before Winter Break until 1:00 p.m. on Christmas Day. That parent shall also have the minor children for the last two full days of Winter Break, beginning at 8:30 p.m. on the third day prior to the start of school following Winter Break.
- c.** The parties will follow the calendar of the school district in which the children are enrolled for holidays related to school breaks.
- d.** Holiday parent time shall take precedence over regular parent time, and both parties shall be restrained from interrupting the other's holiday parent time.
- e.** If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the children's attendance at school for that school day.
- f.** If there is more than one child and the children's school schedules vary for purposes of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are dismissed for the holiday and ending

the evening before any child returns to school.

g. If a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- i.** the holiday schedule for Mother's Day or Father's Day;
- ii.** the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
- iii.** the holiday schedule for any holiday that is not Mother's Day, Father's Day, or the child's birthday;
- iv.** extended parent-time; and
- v.** the schedule for weekday or weekend parent-time.

h. A parent exercising parent-time for a child's birthday may bring other siblings along for the child's birthday.

i. Unless the parties agree otherwise, holiday parent time shall be according to the following modified schedule:

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

Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.		All years
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	All years	
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday.	Odd years	Even years

	(2) Holiday ends at 8:30 p.m. on Labor Day.		
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 25th at 1:00 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 25th at 1:00 p.m. (2) Holiday ends at 8:30 p.m. on the day before the other parent's Winter Break parent time resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After	(1) Holiday begins at 3 p.m.	Odd years	Even years

Minor Child's Birthday	(2) Holiday ends at 8:30 p.m.		
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12. Summer Parent Time. Summer extended parent time shall be as the parties agree. If the parties cannot agree, summer parent time shall be as follows:

- a.** Each parent shall be entitled to two (2) weeks of uninterrupted summer extended parent time. In addition, Father shall be entitled to two (2) weeks of interrupted summer extended parent time.
- b.** Each parent shall provide notice of their intended extended summer parent time. During odd-numbered years, Father shall have first option and shall provide notice of his intended extended summer parent time by April 1, and Mother shall provide notice of her intended extended summer parent time by April 15. During even-numbered years, Mother shall have first option and shall provide notice of her intended extended summer parent time by April 1, and Father shall provide notice of his intended extended summer parent time by April 15.
- c.** If a parent fails to provide notice as set forth herein within the applicable time period, the non-complying parent loses their priority and the complying parent may schedule their own extended summer parent time.

13. Virtual Parent Time. Each party may have reasonable and uncensored phone contact with the children while they are with the other parent, as follows:

- a.** The children may call or text either parent at reasonable times and for reasonable durations.

b. Both parties shall be supportive of virtual parent time with the other parent.

c. Neither party shall use virtual parent time as a means of manipulating or otherwise trying to coerce the children's behavior in any way.

14. School Fees; Extracurricular Expenses. The parties shall be equally responsible for the children's school fees and extracurricular expenses as follows:

a. All mandatory school fees, not including private school tuition and fees, shall be divided equally between the parties.

b. The parties shall be equally responsible for any extracurricular activities that are agreed upon in writing by both parties. Neither party may obligate a child to an unapproved extracurricular activity which infringes on the parent time of the other parent.

c. If a party does not consent to an extracurricular activity, that party is not required to pay half of the cost of that activity and is not required to take the child to activity events; however, the other parent may still enroll the child in the extracurricular activity for the child to participate in during the enrolling parent's parent time.

d. Each party shall, during their respective parent time, ensure that the children get to and from their agreed-upon activities, practices, games, etc.

15. Parenting Plan. The parties shall adopt the Advisory Guidelines pursuant to Utah Code Ann. §81-9-202 unless otherwise stated herein. In addition, the parties shall adopt the guidelines as follows:

a. Both parties shall have access to the children's educational, church, and other

records and shall include the other party as the parent on such records. The parties shall notify one another within twenty-four (24) hours of receiving notice of all significant social, sports, and community functions in which the children are participating or being honored, and both parties shall be entitled to attend and participate fully;

b. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the children's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;

c. The parties shall notify the other parent of major injury or illness involving the children as soon as reasonably possible;

d. The parties shall provide each other with the names and telephone numbers of teachers, coaches, and others who work with the minor children at school, medically, or otherwise, and shall encourage such teachers, coaches, and others to add both parents to email and communication lists, so that each party can initiate their own relationship with these professionals;

e. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor children;

f. The parties shall notify the other parent of any change of address, email address,

cell phone number, and telephone number within twenty-four (24) hours of the change;

g. The parent who has the children in his or her care may make minor day-to-day decisions regarding the children without having to consult with the other parent;

h. For emergency purposes, whenever the children travel with either parent overnight or longer, the following shall be provided to the other parent prior to departure: (1) an itinerary of travel dates; (2) destinations; (3) places where the children or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the children's location;

i. Before leaving the United States with the children, the parent taking the minor children will give the other parent at least thirty (30) days' notice. The parties shall cooperate in obtaining passports for the minor children. The party who pays for the passports shall keep the passports in their possession, but shall make them available to the other parent in the event that parent desires to travel with the minor children outside the United States and requests them;

j. The parties shall work together in a reasonable manner to accommodate each other and to provide the children consistency and stability;

k. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time

schedule;

l. The parties shall not put the children in the middle. The parties shall not discuss case-related adult issues including any legal or financial-related issues with the children pertaining to this legal matter;

m. The minor children shall not be used as messengers;

n. The parties shall maintain safe and appropriate sleeping and living accommodations for the children. Each child shall have their own bed when staying with either parent;

o. Neither parent shall question the minor children about the other parent's activities, personal relationships, or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor children;

p. The party with the minor children in his/her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time;

q. Communication regarding the minor children shall be directly between the parents and shall not involve third parties. All non-emergency communication shall be in writing via text or email; and

r. Neither party shall consume illegal drugs, misuse prescription drugs, or consume alcohol to excess during their respective parent time, nor will they allow other third parties to violate this provision in the presence of the children.

- s. The parties shall ensure that no person with pending DUI or DWI charges or under probation for such charges or convictions operates a motor vehicle in which the minor children are passengers.
- t. Neither party shall allow any unrelated adult to sleep in the same room as a minor child.
- u. The parties shall encourage the children to reserve the terms “Dad,” “Father,” “Mom,” and “Mother” (and similar terms) for the actual biological parents and not to use those terms with any step-parents or other adults.
- v. The parties shall be prohibited from referring to a step-parent or other adult as “Dad,” “Father,” “Mom,” and “Mother” (and similar terms) while the minor children are in their care.

16. Mutual Restraining Order. The parties stipulate and agree to the following mutual restraining order:

- a. Both parties shall be restrained from saying or doing anything that would tend to diminish the children’s love and affection for the other parent, including, but not limited to, name calling, speaking derogatorily about the other parent online or in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children’s preferences regarding custody or visitation.
- b. 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 the

children's best interest.

c. Both parties shall be restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties shall also be restrained from discussing the children's relationships with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information. Neither party shall request or encourage the children to hold back information from the other party which shall otherwise be divulged to the other party by the other parent.

d. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes: (i) an unreasonable number of texts, emails, phone calls, or other contact between one parent and the other at any time; or (ii) unreasonable contact between parent and children during the other parent's parenting time.

e. Both parties shall be mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.

f. Unless otherwise agreed by the parties in writing, both parties shall be mutually restrained from going to the residence of the other party, except for child pickup or drop-offs.

g. Neither party shall use the other party's likeness, picture, name, or identification

to denigrate or criticize the other party on any social media platform. If such denigration or criticism has already occurred, the party placing such items on social media shall remove such postings immediately.

h. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

17. Temporary Child Support. Temporary child support shall be based on Utah Child Support Guidelines and the Child Support Worksheet(s) attached hereto. For purposes of this Stipulation, the parties have agreed to Father's monthly gross income as \$10,900 and Mother's imputed monthly gross income as \$0.

a. Father's temporary monthly child support obligation under the sole custody worksheet and guidelines for two (2) minor children is established as \$1,778.

b. Child support shall be payable one-half on the 5th day of each month and one-half on the 20th day of each month unless the parties otherwise agree.

c. Child support for each child shall continue until the child turns eighteen (18) or graduates from high school at the regular age, whichever occurs later.

d. If child support is ever more than thirty (30) days late, payor's income may be subject to income withholding by ORS in accordance with the Utah Code.

e. Father's child support obligation shall begin on October 1, 2026.

f. Both parties waive any claim they may have to past child support.

18. Medical, Dental and Other Healthcare Expenses. In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor children

shall be provided by the party which can obtain the best such coverages if it is available at a reasonable cost. Currently, Father is the party that can obtain the best coverage and it is available to him at a reasonable cost.

a. If, at any time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Mother shall be considered the secondary coverage for the child.

b. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the 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. It is presumed that the child's portion of monthly insurance premiums will be paid along with child support beginning October 1, 2026.

c. 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.

d. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or

provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

e. Each parent who incurs medical and dental expenses shall 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 shall 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.

f. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under

the order.

19. Childcare Expenses. Pursuant to Utah Code Ann. §81-6-209, both parties shall share equally all reasonable work, career, or occupational training-related childcare expenses, if any.

- a.** Parties should utilize free or no-cost childcare whenever possible.
- b.** Childcare provided by family members shall be deemed to be free.

20. Tax Exemptions and Credits. Tax exemptions for the minor children shall be awarded as follows:

- a.** Starting in tax year 2026, Mother shall claim E.O. and Father shall claim M.O.
- b.** In the event there is ever just one minor dependent child, Mother shall claim him for even tax years and Father shall claim him for odd tax years.
- c.** If, on December 31 of any year, the party obligated to pay child support is behind on any child support payments ordered pursuant to this Stipulation, that party shall waive their right to claim any minor children for that year.
- d.** The parties shall follow all IRS guidelines as to filing status.

21. Alimony. Both parties being able to provide for their needs and given the division of marital assets herein, neither party shall be awarded alimony now or in the future.

22. Real Property. During the course of the parties' marriage, the parties acquired certain real estate located at 3495 West El Cajon Circle, West Valley City, Utah (the "Home"). The Home shall be divided and awarded as set forth herein:

- a.** The Home is awarded to Father as his sole and separate property. He shall have

exclusive use and possession of the Home.

b. Father shall be solely responsible for all payments pertaining to the Home, including but not limited to the mortgage payment, HELOC payment, taxes, insurance, utilities, repairs, and upkeep. Father shall be prohibited from causing any damage to the Home until Mother has received her Asset Equalization Payment as set forth in Paragraph 28 below.

c. Mother waives any claim she may have to the Home.

d. The Home shall be security for Father's obligation to make the Asset Equalization Payment set forth in Paragraph 28 below.

e. Neither party shall further encumber the Home until Mother has received the Asset Equalization Payment as set forth in Paragraph 28 below. If Father needs to encumber the Home as part of the transaction which pays Mother the Asset Equalization Payment in full, that will be acceptable.

f. Father shall have three (3) months following entry of the Decree to remove Mother's name from the mortgage and the HELOC through either assumption or refinance.

g. If Father: (i) fails to make a required mortgage or HELOC payment while Mother remains obligated on those loans; or (ii) fails to remove Mother's name from the mortgage and HELOC within three (3) months following entry of the Decree; or (iii) fails to make the Asset Equalization Payment within three (3) months following entry of the Decree, the Home shall be immediately (no later than thirty (30) days

following the default) listed with a licensed Realtor of Father's choosing and sold, as follows:

i. The Realtor shall be instructed to communicate all aspects of the listing and sale process to both parties.

ii. Father shall follow all recommendations of the Realtor as to listing price, presentation, offers, and counter offers.

h. If the Home is sold, the sale proceeds shall be divided as follows:

i. First, to pay any commissions and seller closing costs appurtenant to the sale;

ii. Second, to pay off any encumbrance against the Home;

iii. Third, to pay Mother any remaining balance due from the Asset Equalization Payment set forth in Paragraph 28 below; and

iv. Fourth, the remainder shall be delivered to Father.

23. Vehicles. The parties own certain vehicles, which shall be divided as follows:

a. Mother shall be awarded any vehicles currently in her possession. Mother shall assume all payment obligations for those vehicles.

b. Father shall be awarded any vehicles currently in his possession. Father shall be responsible for all payment obligations for these vehicles.

c. Both parties shall cooperate to remove the other from title and refinance any vehicle awarded to them in which the other party is named no later than thirty (30) days after payment of Mother's Equity to Mother.

- d.** Each party shall maintain and pay for their own automobile insurance policy.
- e.** Each party shall indemnify and hold the other harmless from any vehicle(s) awarded to him/her.

24. Personal Property. During the course of the marriage relationship, the parties have acquired certain personal property. That personal property has been divided between the parties, as follows:

a. Mother shall be awarded the following items from the Home currently in her possession:

- i.** Mother's personal effects, clothing, and pre-marital items;
- ii.** The couches currently in her possession;
- iii.** The televisions currently in her possession;
- iv.** The bed currently in her possession;
- v.** The coffee bar currently in her possession;
- vi.** The washer and dryer currently in her possession;
- vii.** The PlayStation console currently in her possession; and
- viii.** Mother's E-bike.

b. Father shall be awarded all other personal property currently located in the Home. In addition, Father shall be awarded his E-bike, which is currently in Mother's possession but which will be delivered to Father within fourteen (14) days of entry of the Decree.

c. If the parties cannot agree on the division of marital personal property, they shall

return to mediation prior to either party seeking court intervention.

25. **Debts.** During the marriage, Mother and Father acquired certain debts. Division and payment of those debts shall be as set forth herein:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Mortgage on Home	Balance	Father
HELOC on Home	Balance	Father
Big O Tire credit card	Balance	Mother
Any credit cards or other debts in Father's name	Balance	Father
Any credit cards or other debts in Mother's name	Balance	Mother
Any debt related to Mother's phone	Balance	Mother
Any debt related to Father's phone	Balance	Father

- a. Except as listed above, Father shall be responsible for any debts in his name.
- b. Except as listed above, Mother shall be responsible for any debts in her name.
- c. Except as otherwise set forth herein, any debts incurred since the date of separation, shall be the sole responsibility of the party who incurred the debt, even if incurred on a joint account.
- d. Within thirty (30) days of the Stipulation, Mother shall remove her phone and number from the parties marital phone plan. Mother shall be solely responsible for any remaining balance on her phone.
- e. Any joint debts later discovered and not addressed herein shall be the responsibility of the party who incurred the debt.
- f. Each party shall indemnify and hold the other party harmless from any debts awarded to him or her.

26. **Financial Accounts.** During the course of the marriage the parties acquired joint bank and savings accounts. Each party shall be awarded any accounts in their own names. Any joint accounts shall be closed.

27. **Retirement.** During the course of the marriage, the parties acquired certain retirement accounts and pension rights, which shall be divided as follows:

- a. Father shall be awarded any retirement accounts and pension rights in his name.
- b. Mother shall be awarded any retirement accounts in her name.

28. **Asset Equalization Payment.** In order to equalize the distribution of assets and debts as set forth herein, the parties agree to the following Asset Equalization Payment:

- a. Father shall pay to Mother the sum of \$115,000. This sum shall be paid as follows:

- i. Father shall continue to pay Mother monthly alimony payments in the amount of \$1,154 as set forth in the Temporary Orders entered June 26, 2026. Father shall receive a credit for these monthly payments against the total Asset Equalization Payment due hereunder.

- ii. Father may prepay all or any portion of the Asset Equalization Payment at any time. Father shall receive a credit for such extra payments against the total Asset Equalization Payment due hereunder.

- b. The total Asset Equalization Payment shall be paid on or before the date which is three (3) months following entry of the Decree.

- c. If Father fails to pay the Asset Equalization Payment when due, the Home shall be

listed for sale and sold as set forth in Paragraph 22 (g) and (h).

29. **Dispute Resolution.** If a dispute arises between the parties, they shall return to mediation prior to filing an action in court. Enforcement or emergency actions may be filed directly with the court without mediation.
30. **Maiden Name.** If she so desires, Mother may legally change her name to Felicia Marie.
31. **Cooperation.** Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, to divide automobile insurance policies, and to cooperate in every other way necessary or proper to ensure that the Decree of Divorce is fully satisfied.
32. **Attorney Fees.** Both parties shall pay their own attorney's fees in this matter.
33. **Waiver of Hearing and Mediator.** The parties do not desire to have a hearing or to have the court decide these issues and they waive such rights except as to any matters deemed temporary herein. The parties understand that the Mediator did not give legal advice to either party but is a neutral facilitator only. The parties have not relied on the representations of the Mediator in any way in the determination of the acceptability of the Stipulation. The parties have the right to advice of legal counsel of his or her own choice before signing the Stipulation and have received such advice or have waived that right.
34. **Fair Settlement Disclosure.** Both parties disclose that the terms of the Stipulation are fair and reasonable and that they agree to the terms voluntarily and of his or her own free will, and that he or she does so free from any undue influence, threat, or duress.

35. **Miscellaneous Provisions.** The Stipulation of the parties is effective on the date signed by all parties. The Stipulation resolves all financial issues pertaining to the parties and temporarily resolves all custody-related issues between the parties. Both parties acknowledge the jurisdiction of this court and consent thereto. The parties agree that a final order shall issue from the court with these same terms, conditions, and provisions agreed to on a final basis, and an Amended Temporary Order as to any matters resolved on a temporary basis, and that until such an orders are entered, the terms and conditions set forth herein are enforceable as a court order and are not mere recitations.

*****EXECUTED AND ENTERED BY THIS COURT AS INDICATED BY THE DATE AND
SEAL AT THE TOP OF THE PAGE*****

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

As authorized by Utah Rule of Civil Procedure 7(j)(4)-(5), the undersigned attorney will submit the foregoing Bifurcated Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

DATED this 16th day of September 2026.

/s/ Stephen Florence
STEPHEN FLORENCE

Attorney for Petitioner

APPROVED AS TO FORM:

/s/	
FELICIA OVERBY	

Pro se Respondent
Signed by Stephen Florence with permission

/s/	
MICHELLE L. CHRISTENSEN	

Private Guardian ad Litem
Signed by Stephen Florence with permission

CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of September 2026, I caused to be delivered a true and correct copy of the foregoing **BIFURCATED DECREE OF DIVORCE** to the following:

By E-Mail:

Felicia Overby
3495 El Cajon Circle
West Valley, UT 84119
flcprtrflcprtr@icloud.com

Pro se Respondent

Michelle L. Christensen (9806)
CHRISTENSEN LAW, PC
2901 W Bluegrass Blvd. Ste. 200-67
Lehi, UT 84043
Phone: 801-971-0334
E-mail: michelle@utahfamlaw.com

Private Guardian ad Litem

/s/ Stephen Florence
STEPHEN FLORENCE