The Order of the Court is stated below:
Dated: October 16, 2026 02:14:50 PM **/s/** TODD M SHAUGHNESSY
District Court Judge

WADE TAYLOR (10144)
LAW OFFICES OF WADE TAYLOR
34 SOUTH 500 EAST #105
SALT LAKE CITY, UT 84102
TELEPHONE (801) 538-0066
EMAIL: wadetayloresq@gmail.com

Attorney - Mediator
Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct

IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE CITY DEPARTMENT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the matter of the marriage of ELVA MONICA BAKER, Petitioner, and DANNY CHRIS BAKER, Respondent.	**DECREE OF DIVORCE** Case No: 264904738 Judge: Todd M Shaughnessy Commissioner: Russell Minas

The Petitioner, Elva Monica Baker, and the Respondent, Danny Chris Baker, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

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.

CHILD CUSTODY AND PARENT-TIME

1. There is one minor child born or adopted between the parties, to wit: B.A.D.B. (born March 2010).
2. The parties are awarded joint legal custody of the minor child. The parties shall be governed by the Joint Custody Parenting Plan set forth herein.
3. The parties are awarded joint physical custody of the minor child. Parent-time with the minor child shall be pursuant to a 50/50 timesharing arrangement as the parties may agree. If the parties are unable to agree on a parent-time schedule then they shall follow a week-on/week-off schedule with exchanges to occur on Monday after school or 5:30 p.m. if school is not in session.
4. Each parent is entitled to 2 weeks of uninterrupted parent-time during the summer months when the minor children are free from school. The parents will notify each other by May 15th of each year of the time period he/she will be exercising his/her uninterrupted parent-time. Petitioner will have first option of uninterrupted time period in calendar years ending in an even number and Respondent will have first option of uninterrupted time period in calendar years ending in an odd number. The summer parent-time cannot interfere with the other parent's holiday. If the parent

designated to first choose the 2-week period for the year fails to choose by May 15th, the non-designated parent may designate when the 2-week period will occur.

5. In addition, holiday parent-time shall be as the parties agree. If unable to agree, then the parties shall follow the holiday parent-time schedule set forth in UCA §81-9-303 and as follows. Holiday parent-time takes precedence over the normal rotating parent-time schedule:

Holiday	Holiday Time Period	Respondent (Chris)	Petitioner (Monica)
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 upon delivering of the minor child to school on the day that school resumes.	Odd Years	Even Years
President's 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 upon delivering the minor child to school on the day that school resumes.	Even Years	Odd Years
Spring Break	(1) Holiday begins at: (a) the time 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 upon delivering the minor child to school on the day that 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: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	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.	Every year with Mother	Every year with Mother

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.	Every year with Father	Every year with Father
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.	Even Years	Odd 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. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd Years	Even Years
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 that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that 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 upon delivering the minor child to school on the day that school resumes.	Even Years	Odd Years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or	Odd Years	Even Years

	(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 27th at 8:30 p.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even Years	Odd Years
Day of 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 Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd Years	Even Years

6. Petitioner's residence shall be identified as the primary residence for education purposes. Both parties shall be listed in school records as a point of contact for school communications.
7. In the event either party moves more than 30 miles away from their current residence the parties will revisit the issue of parent time and custody.

CHILD SUPPORT

8. Petitioner is currently employed and has gross monthly income of $10,010.00 for the purposes of calculating child support.
9. Respondent is currently employed and has a gross monthly income of $10,325.00 for the purposes of calculating child support.
10. The joint custody worksheet shall be used with the Petitioner's income set at $10,010.00 with 182 overnights and the Respondent's income set at $10,325.00 with 183 overnights.
11. Pursuant to U.C.A. §81-6-101 et seq. a child support order shall be entered pursuant to the statutory guidelines as follows:

a. Petitioner shall be ordered to pay Respondent the sum of $2.00 per month, however, given the minimal nature of the support, Respondent waives his claim to child support. The sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

b. The base child support award should be reduced by 50% for each minor child for time periods during which such minor child is with the noncustodial parent by order for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any agreement by the parties for reduction of child support during extended parent time shall be approved by the Office of Recovery Services. However, normal parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the oblige.

d. There are currently no child support arrearages.

e. Each of the parties should be under mutual obligation to notify the other if there is a change in income of more than 30% and the change is not temporary in nature.

f. Pursuant to Utah Code §81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

g. Pursuant to Utah Code §81-6-101 et seq, the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the

appropriate child support worksheet, and the difference is not of a temporary nature.

INSURANCE, DAYCARE AND MEDICAL EXPENSES

12. Pursuant to U.C.A. §81-6-208 (2024) as amended:

    a. Respondent should maintain insurance for medical expenses for the benefit of the minor child where available at a reasonable cost.

    b. Respondent shall be responsible for all out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance.

    c. Both parties shall share equally all medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological, or therapeutic, etc.

    d. The parent who incurs medical expenses shall provide written verification of the cost and payment of the medical expenses to the other parent within 30 days of payment.

    e. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

13. Pursuant to U.C.A. §81-6-209 both parties shall share equally the reasonable work-related childcare expenses of the parents. Due to the age of the child, daycare is not anticipated.

CHILD RELATED EXPENSES

14. The parties shall equally share the costs associated with the following expenses related to the minor child:

    a. Cell phones

    b. Car insurance

    c. School fees and costs

    d. Agreed upon extra-curricular activities. All current and extensions of the current extra-curricular activities where the child participates are approved.

    e. Agreements for all expenses shall be made in writing. When possible, both parties should pay their one-half share directly to the provider, school or program for and on behalf of the children. If one parent pays the entire cost, that parent shall email the other parent proof of cost and payment within 30 days and the reimbursing parent shall pay their share within 10 days of receiving the email.

TAX EXEMPTION

15. The parties shall share equally in the child tax credit, exemption, or deduction for State and Federal income tax purposes. The parties shall alternate years with

Petitioner claiming B.A.D.B. in odd years and Respondent claiming B.A.D.B. in even years.

PERSONAL PROPERTY

16. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.
17. During the course of the marriage, the parties acquired certain items of personal property. Said personal property shall be divided among the parties in a fair and equitable fashion as agreed upon by the parties. If the parties agree to sell any personal property the proceeds shall be divided equally between the parties.
18. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

VEHICLES

19. Respondent shall be awarded the 2021 Range Rover.
20. Petitioner shall be awarded the 2021 Genesis G70.
21. Each party shall be responsible for the debts and liabilities related to their separate vehicles and shall hold the other party harmless from any liability associated therewith.

REAL PROPERTY

22. The marital residence located at 6373 W. Moon Valley Dr. shall be listed for sale no later than October 1, 2026, with a licensed real estate agent mutually agreed upon by the parties.

23. Until the residence is sold:

    a. Petitioner shall be responsible for all costs of monthly utilities

    b. Respondent shall be responsible for the monthly mortgage payments and home owners insurance

    c. The parties shall each be responsible for fifty percent (50%) of all reasonable costs associated with property taxes, maintenance, and necessary repairs.

24. The parties shall cooperate in good faith in preparing, listing, marketing, showing, and selling the residence. In the event of any disagreement regarding the listing price, price reductions, repairs, maintenance, staging, marketing, showings, acceptance of an offer, closing terms, or any other matter reasonably related to the sale of the residence, the parties shall defer to and follow the reasonable recommendation of the mutually selected real estate agent.

25. Upon the sale of the residence, the outstanding mortgage and any other valid liens or encumbrances against the property, real estate commissions, closing costs, and other reasonable costs of sale shall first be paid from the sale proceeds. The remaining net equity shall be divided equally between the parties, with each party receiving fifty percent (50%).

BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES, INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS INTERESTS

26. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

27. Each party shall be awarded the bank accounts in their respective names.

28. Each party shall be awarded any retirement/pension and investment accounts in their respective names free and clear of any claim by the opposing party.

DEBTS AND OBLIGATIONS

29. During the course of the marriage the parties incurred certain marital debt; the parties shall be responsible for the debts in their own names and shall hold the other party harmless for any liability associated therewith.

30. Pursuant to §81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

LIFE INSURANCE

31. Pursuant to UCA §81-4-406 (3)(d), to the extent either party owns a life insurance policy or annuity contract, such party has reviewed and, where appropriate, updated the list of beneficiaries associated with said policy or contract. Each party affirms that

the individuals currently designated as beneficiaries are, in fact, the intended beneficiaries following the entry of the Decree of Divorce. Each party further acknowledges and understands that if no changes are made to the beneficiary designations, the individuals currently listed shall remain the beneficiaries and shall receive any funds disbursed by the insurance company or annuity provider pursuant to the terms of the respective policy or contract.

ALIMONY

32. Both parties waive any claim to spousal support from the other, now or forever.

TAX RETURN

33. The parties shall file taxes for the 2026 tax year as each deem appropriate.

ATTORNEY'S FEES

34. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

35. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.
36. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

37. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

38. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached between the parties. The final documents were prepared as a service to both parties and shall not be interpreted against either as the "drafting party."

39. Each party shall execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

40. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

41. Petitioner may be restored to her maiden name of Elva Monica Leon if she so desires.

PARENTING PLAN TO FOLLOW

BAKER and BAKER

JOINT CUSTODY PARENTING PLAN

Each parent has a loving and valuable relationship with the child and shall work together cooperatively with regard to the child's physical care and financial and emotional support. The parents shall adhere to the following parenting plan provisions:

1. Co-Parenting Principles
    a. The Parties shall co-parent cooperatively, focusing on the physical, emotional, and financial well-being of the child.
    b. Each parent shall support and encourage the child's meaningful relationship with the other parent.
    c. Civil communication is required at all times. Name-calling or hostile communication is prohibited.
2. Communication Between Parents
    a. Primary communication shall occur via text or email, except in emergencies or time-sensitive situations.
    b. Parents shall timely share important information regarding the child's schooling, health, social activities, and other relevant matters.
    c. If information is available through public sources (e.g., school portals), each parent shall access it directly.
3. Legal Decision-Making

a. The Parties shall jointly decide major decisions affecting the child, including:
    i. Education and daycare
    ii. Medical, dental, counseling, and orthodontic care
    iii. Religious upbringing
    iv. Extracurricular activities
b. Decision-making process:
    i. Identify the issue
    ii. Develop possible solutions
    iii. Select the most reasonable solution in the child's best interests
c. Dispute Resolution for Major Decisions
    i. If the parties cannot reach an agreement Petitioner shall have the final say.

4. Day-to-Day Responsibility
    a. The parent exercising parent-time shall make routine daily decisions.
    b. Either parent may make necessary emergency decisions regarding the child's health or safety and shall inform the other immediately.
5. Information Access
    a. Both parents shall have direct access to all school, medical, dental, and mental health records.
    b. Each parent shall notify the other of medical appointments and emergencies.

c. Both parties shall provide written authorization enabling the other to access information from all providers.

6. School Access
    a. Both parents may visit the child at school, receive school communications, and check the child out when necessary.
    b. Disputes regarding education shall first go to mediation.
7. Medical Treatment Restrictions
    a. Non-emergency, uninsured, elective medical/dental/orthodontic or alternative treatments require prior written consent from both parties.
    b. Costs must be agreed in writing before scheduling.
    c. Violating parent may be denied reimbursement.
8. Travel Notice Requirements
    a. Either parent may travel domestically with the minor child during their own parent-time without needing advance permission, provided they give standard notice.
    b. Any international travel, or any travel that would interfere with the other parent's scheduled parent-time, must be mutually agreed to in advance and in writing.
    c. When traveling with the child, the traveling parent shall provide the following, as required by Utah Code §81-9-202(19):
        i. Itinerary with travel dates

ii. Destination(s)

iii. Contact information

iv. Name/phone of a third party aware of the child's location.

9. Child's Important Documents

    a. The parties shall provide access to and exchange the minor child's important documents, including but not limited to passports, birth certificates, and Social Security cards, within forty-eight (48) hours of a request by the other parent.

    b. If the requested documents are not reasonably available due to a party being out of town or otherwise away from the documents, the documents shall be provided immediately upon that party's return.

    c. The parties shall cooperate in good faith to ensure timely access to such documents when needed for the benefit of the minor child.

10. Participation in Activities

    a. Both parents may attend the child's school events, church functions, activities, recitals, and sports.

    b. Parents shall cooperate to facilitate participation and family events (e.g., weddings, funerals, reunions, ceremonies).

11. Exchanges and Transportation

    a. The receiving parent shall pick up the child at the designated start of their parent-time.

    b. Child shall be ready on time for exchanges.

12. Contact Information
    a. Each parent shall provide the other with current address, phone number, and email within 24 hours of any change.
13. Parent/Child Communication
    a. Each parent shall encourage free and uncensored reasonable phone/virtual communication with the other parent.
    b. The child may contact either parent at any time.
    c. A parent shall reasonably facilitate calls when requested by the child.
14. Right of First Refusal
    a. Parental care is preferred over surrogate care.
    b. If overnight child care is needed, the other parent shall be offered the opportunity to provide care before third-party caregivers are used.
    c. The parties shall create and maintain a mutually approved list of surrogate caregivers/babysitters who may be used by either parent without additional approval.
    d. Any caregiver not on the approved list must be mutually agreed upon in advance and in writing before caring for the minor child.
    e. Both parents shall provide names, addresses, and phone numbers of any caregivers used.
15. Conduct Around the Child

a. Neither party shall speak negatively about the other parent or allow third parties to do so in the child's presence.

b. Neither party shall discuss court matters with or in front of the child.

c. Neither party shall disparage the other on social media or in public.

16. Introducing New Partners

a. Parents shall not introduce dating partners to the child until the relationship is committed and exclusive.

b. Notice shall be given to the other parent beforehand.

17. Shared Calendar

a. Parents shall maintain a shared calendar for school events, appointments, practices, exchanges, and other child-related activities.

18. Substance Use Restrictions

a. Neither party shall use illegal drugs or consume alcohol to excess while caring for the child or prior to transporting them.

b. Alcohol and medications shall be stored securely and out of the child's reach.

19. Enforcement and Non-Waiver

a. A party's failure to comply with any provision does not release the other party from their obligations.

b. All provisions remain enforceable unless modified by written agreement or court order.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 8th day of October 2026.

E-signed by Wade Taylor
with permission of Elva Monica Baker

/s/ Elva Monica Baker

ELVA MONICA BAKER
Petitioner

APPROVED AS TO FORM this 8th day of October 2026.

E-signed by Wade Taylor
with permission of Danny Chris Baker

/s/ Danny Chris Baker

DANNY CHRIS BAKER
Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 8th day of October 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

EMAIL: ELVA MONICA BAKER *Petitioner*	

Email: monicabaker0129@gmail.com DANNY CHRIS BAKER *Respondent* Email:	

LAW OFFICES OF WADE TAYLOR

/s/ *Wade Taylor*

WADE TAYLOR
Attorney