The Order of the Court is stated below:
Dated: November 05, 2026 01:39:50 PM **/s/** PATRICK CORUM
District Court Judge

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THIRD JUDICIAL DISTRICT – SALT LAKE CITY
SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of: RACHEL ANN POTTER LATH, Petitioner, and MEL THOMAS SERGE LATH, Respondent.	**DECREE OF DIVORCE** Case No.: 264901464 Judge: Patrick Corum Commissioner: Joanna Sagers

This matter came before the court on Petitioner’s Declaration of Jurisdiction and Grounds for Divorce in accordance with Rule 104, Utah Rules of Civil Procedure. The court, having found and entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED, AND DECREED

The parties are hereby awarded a divorce, one from the other, on the grounds of irreconcilable differences to become final upon signature and entry of this Decree of Divorce.

MINOR CHILDREN

1. There is one minor child under the age of 18 in this case:

D.S.L. – 10/2025

CHILD CUSTODY

2. Utah has jurisdiction over the custody and parent time issues in this case. Rachel states upon information and belief that the child resided in Utah for at least 6 months immediately preceding the filing of this action, and Utah is the home state. There are no cases involving the child filed or pending in any court in this State or any other state or country and Rachel does not know of any person, not a party to these proceedings who should be joined.

3. Rachel shall be awarded sole legal and sole physical custody.

4. The parties shall follow a custom parent time schedule. Mel can have visitation on the second and fourth Sundays from 5-7 P.M.

5. The parties shall follow the holiday schedule below.

Holiday	Parent Time Scheule	Years Mel is Granted Holiday	Years Rachel is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) 9:00 a.m. if school is not session and the parent can be with the child; or (b) the time that school is regularly dismissed; or (c) 6:00 p.m. at the election of the parent granted the holiday. (2) Holiday ends 7:00 p.m. on Dr. Martin Luther King Jr. Day.		All years
Presidents' Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) at the election of the parent granted the holiday.		All years

	(2) Holiday ends at 7:00 p.m. on the day before school resumes.		
Spring Break	(1) Holiday begins at 6:00 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7:00 p.m. on the day before school resumes.		All years
Memorial Day	(1) Holiday begins Friday at: (a) 9:00 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6:00 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:00 p.m. on Memorial Day.		All years
Mother's Day	(1) Holiday begins at 9:00 a.m. on Mother's Day. (2) Holiday ends on Mother's Day at 7:00 p.m.		All years
Father's Day	(1) Holiday begins at 9:00 a.m. on Mother’s Day (2) Holiday ends on Father's Day at 7:00 p.m.		All years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6:00 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) 9:00 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6:00 p.m. on the day following Juneteenth National Freedom Day.		All years
Independence Day	(1) Holiday begins on July 3rd at 6:00 p.m. (2) Holiday ends on July 5th at 6:00 p.m.		All years
Pioneer Day	(1) Holiday begins on July 23rd at 6:00 p.m. (2) Holiday ends on July 25th at 6:00 p.m.		All years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.		All years
Columbus day	(1) Holiday begins 6 p.m. the day before Columbus day. (2) Holiday ends at 7 p.m. on Columbus Day.		All years
Fall Break	(1) Holiday begins at 6 p.m. on the day that		All years

	school dismisses for school break. (2) Holiday ends at 7 p.m. on the day before school resumes.		
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 4 p.m. if there is no school. (2) Holiday ends at 9:00 p.m. on the same day the holiday begins.		All years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.		All years
Thanksgiving	(1) Holiday begins at: (a) 6 p.m.; or (b) the time that school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. the day before school resumes.		All years
Winter Break (First Half)	(1) Holiday begins at: (a) 6:00 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed 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 7:00 p.m.		All years
Christmas Eve	(1) Holiday begins on December 24th at 4:00 p.m. (2) Holiday ends on December 24th at 9:00 p.m.		All years
Christmas Day	(1) Holiday begins on December 24th at 9:00 p.m. (2) Holiday ends on December 25th at 9:00 p.m.		All years
New Year’s Eve	(1) Holiday begins on December 31st at 4:00 p.m. (2) Holiday ends on January 1st at 9:00 a.m.		All years
New Year’s Day	(1) Holiday begins on January 1st at 9:00 a.m. (2) Holiday ends on January 1st at 9:00 p.m.		All years
Day of Minor Child's Birthday	(1) Holiday begins at 3:00 p.m. (2) Holiday ends at 9:00 p.m. (3) A parent may bring other siblings along for the child’s birthday.		All years

Day Before or After Minor Child's Birthday	(1) Holiday begins at 3:00 p.m. (2) Holiday ends at 9:00 p.m. (3) A parent may bring other siblings along for the child's birthday.		All years
Rachel's Birthday	Holiday begins 3:00 p.m. until the following morning when Rachel delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
Mel's Birthday	Holiday begins 3:00 p.m. until 6:00 p.m. on Mel's birthday. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

SUMMER PARENT TIME

6. Mel shall have up to one week of summer parent time. Rachel will have the child for whole summer break, except when Mel plans to take the child up to one week during the break. Mel will need to schedule that time before May 1st of the year of the summer break.

CHILD EXCHANGE

7. Child exchange shall occur at Clearfield City Hall located at 55 State St, Clearfield, UT 84015.

8. There will not be curbside transfers. The parent/person dropping off or picking up a child may accompany the child to the other parent/person when parent time transfers are made.

DECISION MAKING

9. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

EDUCATION PLAN

10. The school the child will attend is based on Rachel's home residence.

11. Rachel has authority to check the child out of school. Rachel has access to the children during school.

12. If the parents cannot agree, education decisions will be made by Rachel.

COMMUNICATION BETWEEN PARTIES

13. Parties will communicate with each other by telephone, email, texting, or in person.

COMMUNICATION WITH THE CHILD

14. The parties agree they will:

a. Provide age-appropriate help to the child to communicate with the other parent.

b. Give the child privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and other parent.

15. Parents and children may communicate with each other:

a. At any reasonable times, including:

i. Weekends between 9:00 a.m. and 10:00 p.m.

ii. Holidays between 9:00 a.m. and 11:00 p.m.

iii. School days 6:00 p.m. and 8:00 p.m.

iv. School vacation days 9:00 a.m. and 10:00 p.m.

b. By:

i. Telephone (parents will maintain voicemail so the children can leave and receive messages)

ii. Text

iii. Letter

iv. Email

v. Video call

16. The parent cannot try to communicate with the child in a frequency or at times that would harass the parent with the child or hinder work or school.

CHILD CARE PROVIDER

17. A childcare provider for the children must be a licensed childcare provider, relative, friend, or neighbor.

RECORDS AND INFORMATION SHARING

18. Rachel will have sole access to the child's financial, medical, and educational records.

TRAVEL BY THE CHILD

19. During their parent time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than three (3) days, the parent arranging the travel will notify the other parent at least fourteen (14) days in advance. That parent will give the

other parent the travel schedule, locations and phone numbers at least twenty-one (21) days in advance. In case of emergency, the parent will provide as much notice as possible.

21. Mel cannot take the child out of the country without written permission from Rachel for each trip.

22. If there is an emergency that requires travel sooner than the specified notice time, the parent traveling with the child will notify the other parent as soon as possible.

RELOCATION OF A PARENT

23. Pursuant to Utah Code Ann. § 81-9-209, if either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

i. Information about the move;

ii. A proposed parent-time schedule; and

iii. A statement that the parents will not interfere with the other parent's parent time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

24. If either parent lives more than 149 miles away from the other, or if the parents live in different countries, parent-time will be as the parties agree. If they are unable to agree, the parties shall follow the relocation schedule pursuant to Utah Code Ann. §81-9-209. Costs for the child's travel expenses will be paid by the parent who moved.

25. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

26. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

CHANGES TO THE PARENTING PLAN

27. The provisions of the above parenting plan remain in effect until changed. A change comes from a modification of a court order.

CHILD SUPPORT

28. Rachel’s gross income for child support purposes is $5,417.00 a month. Rachel receives the following gross monthly income:

a. Rachel is employed at Bountiful Peak Advisors. Rachel earns $5,417.00 gross (pre-tax) monthly income working a 40-hour a week job or less.

b. Rachel has $0.50 monthly income from Dividends.

29. Mel’s gross income for child support purposes is $2,167.00 a month. Mel receives the following gross monthly income:

a. Mel is self-employed. Mel earns $2,167.00 gross (pre-tax) monthly income working a 40-hour a week job or less.

b. The adjusted gross monthly income for Mel is $2,167.00.

30. Based upon the Utah child support guidelines, Mel shall pay Rachel monthly child support in an amount of $256.00 per month.

31. Unless the Court orders otherwise, support for each child terminates at the time 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, or a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

32. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

a. 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code § 81-6-211(1)(a)).

b. 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code § 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

33. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any

agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

34. Rachel will give Mel the information needed to set up direct deposit through Mel's employer. Once Mel has the information, Mel will have his employer set up direct deposit to an account of Rachel's choice.

35. Child support payments will start the month immediately following entry of the order. The payment schedule will be:

a. one half by the 5th day of each month, and

b. the other half by the 20th day of each month.

36. The issue of past-due child support may be decided by future court or administrative action.

37. Mel will pay any ORS fees. If Rachel is the ORS applicant and the fees are withheld from payments to Rachel, Mel will reimburse Rachel.

38. The parties must notify each other within 30 days of any change in their income.

39. The parties can ask to change this child support order by motion after three years from the date of its entry if:

a. 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,

b. the difference is not temporary, and

c. the amount previously ordered was not a deviation from the child support guidelines.

40. If the child receives TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code § 62A-11-306.2).

41. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

a) custody;

b) the relative wealth or assets of the parties;

c) income of a parent of 30% or more;

d) the employment potential and ability of a parent to earn;

e) the medical needs of the child; or

f) the legal responsibilities of either parent for the support of others. (Utah Code § 788-12-210(7) and (9)).

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines. The difference may not be temporary. The court can consider natural or adoptive child born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code § 788-12-210(7)).

TAXES

42. Rachel shall claim the minor child as dependents/exemptions for tax purposes.

CHILD HEALTH CARE (UTAH CODE §81-6-208)

43. The parties must provide health care coverage for the medical expenses of the dependent child. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health coverage. Utah Code § 81-6-101(14)

44. Rachel must maintain medical, hospital, and dental care insurance for the dependent child if it is available at reasonable cost. If medical insurance is not available at reasonable cost, then

both parents must ensure the child has health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid

45. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

a. Rachel's insurance will be primary coverage, and Mel's insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, Rachel's spouse's insurance will be primary coverage and Mel's spouse's insurance will be secondary coverage.

46. Both parties will equally share the out-of-pocket costs of the insurance premiums.

47. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent child.

48. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

49. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

50. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

51. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

CHILD CARE

52. All reasonable work, career, or occupational training related childcare expenses will be paid as follows:

a. Child care will be paid by the parent who organized the child care.

PERSONAL PROPERTY

53. Rachel shall be awarded the following property:

a. 2010 Honda Element; and

b. Personal belongings in Rachel's physical possession.

54. Mel shall be awarded the following property:

a. 2018 Land Rover. Mel will be responsible to pay the entire debt associated with this vehicle. Rachel will provide a copy of the divorce decree to the lender, Cyprus Credit Union;

b. Wedding Ring. Rachel and Mel will each pay half of the remaining debt associated with the wedding ring. Rachel will provide a copy of the divorce decree to the lender, Synchrony; and

c. Personal belongings in Mel's physical possession

55. All personal property not addressed should be divided as the parties have already divided it.

BANK ACCOUNTS

56. Mel shall be awarded the following accounts:

a. Bank of America checking account number 3064; and

b. Bank of America savings account number 3132.

57. Rachel shall be awarded the following accounts:

a. Idaho Central Credit Union checking account number 9368;

b. Idaho Central Credit Union savings account number 9333;

c. Idaho Central Credit Union savings account number 1173; and

d. Venmo account number 2320.

STOCKS, BONDS, OTHER INVESTIMENTS

58. Rachel shall be awarded the Stocks and Mutual Funds account number 2224 in her name.

RETIREMENT ACCOUNTS

59. Rachel shall be awarded the 401(k)-retirement account in her name.

DEBTS

60. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

a. Credit Card Debt: Discover Account #3461. Rachel will pay the entire debt. Rachel will provide a copy of the divorce decree to the lender.

b. Medical Debt: Intermountain Health Account #2790. Rachel will pay the entire debt. Rachel will provide a copy of the divorce decree to the lender.

c. Nelnet Debt Account #6964. Rachel will pay the entire debt. Rachel will provide a copy of the divorce decree to the lender.

d. Verizon Debt. Mel will pay the entire debt. Rachel will provide a copy of the divorce decree to the lender.

REAL PROPERTY

61. The parties do not have any real property that is marital property.

ALIMONY

62. Neither party will pay alimony.

FORMER NAME CHANGE

63. Rachel shall be given the use of her former name, Rachel Ann Potter, if she so desires.

DUTY TO SIGN DOCUMENTS

64. The parties will sign all documents necessary to comply with the parentage decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil procedure 70).

HEREBY ENTERED BY THE COURT
EFFECTIVE THE DATE WHEN THE COURT STAMP IS AFFIXED
TO THE FIRST PAGE OF THIS DOCUMENT