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Attorney for Lexus Joy Carrigan

IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT

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| IN THE MATTER OF THE MARRIAGE OF: | DECREE OF DIVORCE |
| LEXUS JOY CARRIGAN | Case No.: 254901956 |
| and | Judge: Catherine Conklin |
| MITCHELL DALLEY CARRIGAN | Commissioner: Brandon Richards |

Lexus Joy Carrigan ["Lexus"] having filed a Petition for Divorce against Mitchell Dalley Carrigan ["Mitchell"], Lexus having filed an Answer and Counter Petition, and the parties having reached a final resolution by filing a Stipulation and Settlement Agreement resolving all issues; **and the Court having previously entered its written Findings of Fact and Conclusions of Law;**

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED
AND DECREE AS FOLLOWS

1. **DIVORCE:** That the parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.
2. **CHILDREN:** These orders pertain to the following children born to the parties, to-wit:
 - a. S.M.C. born February 5, 2022; and

- b. B.G.C. born December 27, 2023.
3. CUSTODY: The parties are awarded joint legal custody and joint physical custody of the children, more particularly described in the parenting plan herein.
4. PARENT TIME:
- a. The parties will share a week on week off schedule, exchanging the children on Mondays.
- b. Exchanges shall occur as the parties agree. If they cannot agree, then the exchange shall occur by the receiving parent picking up the children from school or day care Monday afternoon when possible. If not possible, the parent beginning parent time shall pick up the children at 8:00 a.m. from the other parent.
- c. The parties shall share holiday and extended summer parent time as they agree. If they cannot agree, they shall follow Utah Code § 81-9-304(15) (attached herein), with Lexus designated as the custodial parent for holiday purposes only.
- i. Michell shall have preference for extended summer parent time in even number years.
- ii. Lexus shall have preference in odd-numbered years.
- iii. Notice and scheduling shall comply with Utah Code § 81-9-305.

| HOLIDAY | HOLIDAY TIME PERIOD | YEARS MITCHELL IS GRANTED HOLIDAY | YEARS LEXUS IS GRANTED HOLIDAY |
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| Dr. Martin Luther King Jr. Day | <p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends at 7 p.m. on the day before school resumes.</p> | Odd years | Even years |
| President's Day | <p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends at 7 p.m. on the day before school resumes.</p> | Even years | Odd years |
| Spring Break | <p>(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.</p> <p>(2) Holiday ends at 7 p.m. on the day before school resumes.</p> | Odd years | Even years |
| Memorial Day | <p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends at 7 p.m. on the day before school resumes.</p> | Even years | Odd years |
| | (1) Holiday begins on Mother's Day | All years if | All years if |

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| Mother's Day | <p>at 9 a.m.</p> <p>(2) Holiday ends on Mother's Day at 7 p.m.</p> | noncustodial parent is the mother or other parent granted the holiday in the order. | noncustodial parent is the mother or other parent granted the holiday in the order. |
| Father's Day | <p>(1) Holiday begins on Father's Day at 9 a.m.</p> <p>(2) Holiday ends on Father's Day at 7 p.m.</p> | All years if noncustodial parent is the father or other parent granted the holiday in the order. | All years if noncustodial parent is the father or other parent granted the holiday in the order. |
| Juneteenth National Freedom Day | <p>(1) Holiday begins at:</p> <p>(a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or</p> <p>(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.</p> <p>(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.</p> | Even years | Odd years |
| Independence Day | <p>(1) Holiday begins on July 3rd at 6 p.m.</p> <p>(2) Holiday ends on July 5th at 6 p.m.</p> | Odd years | Even years |
| Pioneer Day | <p>(1) Holiday begins on July 23rd at 6 p.m.</p> <p>(2) Holiday ends on July 25th at 6 p.m.</p> | Even years | Odd years |
| Labor Day | <p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends at 7 p.m. on Labor Day.</p> | Odd years | Even years |

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| Columbus Day | (1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day. | Even years | Odd years |
| Fall Break | (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes. | Odd years | Even years |
| Halloween | (1) Holiday begins on October 31 st 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 p.m. on the same day the holiday begins. | Even years | Odd 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. | Odd years | Even years |
| Thanksgiving | (1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes. | Even years | Odd years |
| Winter Break (First Half) | (1) Holiday begins at: (a) 6 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 27 th at 7 | Odd years | Even years |

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| | p.m. | | |
| Winter Break (Second Half) | (1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes. | Even years | Odd years |
| Day of Child's Birthday | (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. | Even years | Odd years |
| Day Before or After Child's Birthday | (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. | Odd years | Even years |

5. FIRST RIGHT OF REFUSAL: The parties will offer the other parent the first right to care for the children if they will be unavailable for an overnight period.
6. DECISION MAKING: The parties shall jointly make major decisions regarding education, medical care, and religious upbringings.
 - a. If they cannot agree they shall:
 - i. Consult with a qualified professional, if practicable;
 - ii. If still unresolved, they shall attend mediation and split the cost thereof;
 - iii. If still unresolved, either party may seek court intervention.
 - b. The parties shall meet and confirm by the end of June 2027 to determine school enrollment. If they cannot agree, mediation is required before court involvement.
7. CHILD SUPPORT:
 - a. Mitchell shall pay Lexus \$477.00 per month beginning April 1, 2026.

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- b. Mitchell's child support obligation is due one-half (1/2) by the 5th of each month and one-half (1/2) by the 20th of each month.
- c. Child support is based on:
 - i. Mitchell's gross income of \$9,566 per month, having 182 overnights; and
 - ii. Lexus' gross income of \$3,555 per month, having 183 overnights.

8. MEDICAL EXPENSES:

- a. The parties shall equally share the cost of all medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay and deductible expenses that are incurred on behalf of the minor children and not covered by insurance.
- b. A parent who incurs medical expenses will provide to the other parent written verification of the cost within thirty (30) days of payment. The parent who incurs the medical expenses shall be reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent.

9. HEALTH INSURANCE:

- a. Each party shall pay 50% of the children's insurance premiums.
- b. If double coverage exists there shall be no reimbursement between parties.
- c. Lexus's insurance shall be treated as the primary insurance provider.

10. CHILDCARE COSTS:

- a. The parties shall equally share all out of pocket work-related childcare expenses.

11. TRAVEL AND NOTICE: The parties shall comply with Utah Code § 81-9-202(19) regarding travel itineraries. As outlined herein:

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- a. For emergency purposes, whenever the minor child travels with a parent, the parent shall provide the following information to the other parent:
 - i. An itinerary of travel dates;
 - ii. Destinations;
 - iii. Places where the minor child or traveling parent can be reached; and
 - iv. The name and telephone number of an available third person who would be knowledgeable of the minor child's location.
- b. Unchaperoned travel of a minor child under the age of five years is not recommended.

12. CHILD INFORMATION AND COMMUNICATION

- a. Each parent shall notify the other of school, activity, and social events as soon as they become aware of the event.
- b. Both parents shall have full access to school and medical records.
- c. Reasonable communication with the children shall be allowed at all times.

13. EXTRACURRICULAR ACTIVITIES:

- a. The parents will not sign the children up for any extracurricular activity without first discussing the activity with the other parent.
- b. If the parents agree on the activity in writing, they will each pay 1/2 of the cost and ensure the children attend the activity during their scheduled parent time.
- c. If the parents do not agree on the activity, one parent may sign the children up for an activity and the other parent has no obligation to pay for the activity or make the children available for the activity during their parent time.

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- i. The parties' child S.M.C. is currently involved in dance and soccer and the parties will continue to support the child and split the associated costs in these activities.

14. RELOCATION: If a party wishes to move more than 150 miles from their current residence, they will follow the notice requirements as outlined in UCA 81-9-209.

15. TAX EXEMPTIONS:

- a. Beginning with the 2026 tax year, the parents will each receive one child as a tax benefit.
- b. When only one child is available, Lexus is awarded the tax benefits for the child in all even numbered tax years and Mitchell is awarded the child's tax benefits for all odd numbered tax years.
- c. Mitchell must be current in his child support by 12/31 of each year he plans to exercise his assigned tax benefits.

16. REAL PROPERTY:

- a. Mitchell is awarded the martial home subject to paying Lexus her 1/2 equity in the home. The parties have an appraisal and agree the value of the home is \$423,000.00. Mitchell will assume the current loan or refinance the home to remove Lexus name from the mortgage and pay Lexus her 1/2 share of equity (\$103,200.16) within 180 days of the entry of the Decree of Divorce.
- b. Lexus shall sign any documents necessary for Mitchell to apply for an assumption on the home or a refinance.

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- c. Lexus shall sign a Quit Claim Deed at the time of the assumption or refinance as directed by the Title Company.
 - d. If Mitchell is not able to refinance or assume the current loan and pay Lexus her 1/2 share of the equity within 180 days of the entry of the Decree of Divorce, the home shall be listed for sale and the parties will each receive 1/2 of the proceeds from the sale of the home.
17. PERSONAL PROPERTY: The parties shall divide their personal property as they can agree, if they cannot agree they will return to mediation before seeking intervention by the court.
18. VEHICLES:
- a. Mitchell is awarded the Ford F-150 subject to the debt on the vehicle.
 - b. Mitchell will remove Lexus name from the loan on the vehicle within 90 days of the entry of the Decree of Divorce.
 - c. If he is unable to remove Lexus from the loan on the vehicle within 90 days of the entry of the Decree of Divorce, the vehicle will be listed for sale.
19. ACCOUNTS:
- a. The parties are each awarded any bank accounts in their own name and the joint account at Chase will be closed and equally divided.
 - b. The parties are each awarded the HSA accounts in their own names.
20. DEBTS: The parties shall each assign debts as follows:
- a. Mitchell is 100% responsible for the following debts:

- i. Student loan in his name;

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- ii. Freedom credit card in his name;
 - iii. America First Credit Union line of credit in his name;
 - iv. America First Credit Union credit card in his name;
 - v. Tanner clinic medical debt related to treatment for him.
- b. Lexus is 100% responsible for the following debts:
- i. Freedom credit card in her name;
 - ii. Bank of America credit card in her name;
 - iii. Apple credit card in her name;
 - iv. Golden West Credit Union credit card in her name.
- c. The parties are equally responsible for the following debts:
- i. Deficiency on Ford Edge.
 - 1. The monthly payment on the Edge is \$450.00 each month or \$225.00 each.
Lexus shall pay Mitchell $\frac{1}{2}$ the monthly payment (\$225.00) starting in April, 2026. She will make the payment by the last day of each month. At the time Mitchell pays Lexus her $\frac{1}{2}$ equity from the home, he will pay off Lexus $\frac{1}{2}$ share of the remaining deficiency using her share of the equity.
 - 2. Mitchell will provide Lexus a current statement on the Edge account and will provide her verification of payments each month until her $\frac{1}{2}$ share is paid in full.
 - ii. WeeCare bill related to the children;
 - iii. JIHC/U of U debt related to the children;

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- iv. Any other outstanding medical debt for the children.
 - d. The parties will remove the name of the other party from any account they are responsible to pay within 30 days of the entry of the Decree of Divorce. If a signature is needed, the other party will provide it without delay.
21. RETIREMENT:
- a. Mitchell is awarded his Edward Jones money market account in full.
 - b. The parties will each receive ½ of the martial portion of Mitchell’s Empower 401k pursuant to the Woodward Formula.
 - c. The parties will share the cost for the QDRO and agree to use Rorie Hendrix to prepare and file the QDRO.
22. ALIMONY: No alimony is ordered in this matter.
23. EQUALIZATION PAYMENT:
- a. As a final settlement, Mitchell will pay Lexus the sum of \$12,000.00 within 180 days of the entry of the Decree of Divorce.
24. MAIDEN NAME: Lexus may be restored to her maiden name of “Toomer” if she so chooses.
25. ATTORNEY FEES: Each party shall pay their own attorney fees.
26. IMPLEMENTATION: Unless otherwise outlined herein, each party shall execute all documents necessary to carry out this Decree within 60 days of the entry of the Decree of Divorce.

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*****END OF DOCUMENT*****

COURT SIGNATURE AND DATE APPEAR AT THE TOP OF FIRST PAGE

RULE 7 NOTICE

Pursuant to Utah Rules of Civil Procedure 7(j)(4), the proposed Order will be filed with the above entitled court seven days after service upon you and submitted to the District Court Judge for signature. Your Objection, if any, must be filed with the Court within seven (7) days after service.

Approved as to form and content:

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/Robert Peterson

Robert Peterson

Attorney for Michell Carrigan

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CERTIFICATE OF SERVICE

I hereby certify that on the 27th Day of March, 2026, I caused a true and correct copy of the foregoing pleading to be served via email to:

Robert Peterson
8 East Broadway, Suite 740
Salt Lake City, Utah 84111-2204
Telephone: (801) 363-0940
Email: rob@hplawslc.com

X E-Mailed
Facsimile

Hand delivery
E-Filed

The foregoing was performed on April 15, 2026.

/s/ Tammy Cragun
Paralegal

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