



Dustin D. Gibb (13220)
GIBB LAW FIRM, P.C.
610 N. Kays Dr., Suite 109
Kaysville, UT 84037
Telephone: (801) 725-6035
Email: dustin@gibblawfirm.com
Attorney for Petitioner

**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
WEBER COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

ALLYSON MOLENAAR,

Petitioner,

and

DILLON KENNETH MONROE,

Respondent.

DECREE OF DIVORCE

Civil No. 264900029

Judge Ortega
Commissioner Richards

The Parties signed a Stipulation and Settlement Agreement (“Stipulation”) on or about the 8th day of January, 2026. The Court having reviewed the Petitioner’s Declaration of Jurisdiction and Grounds in support of the Decree of Divorce as well as the Stipulation on file herein, having previously entered its written findings of fact and conclusions of law, and for good cause otherwise appearing, does hereby **ORDER, ADJUDGE AND DECREE AS FOLLOWS:**

1. Decree of Divorce. The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a Decree of Divorce from each other, the same becoming final upon entry by the Court.
2. Jurisdiction: The Petitioner is a bona fide resident of Weber County, State of Utah, and has been for three months immediately prior to the filing of this action.
3. Marriage Statistics: The parties were married on June 22, 2019.
4. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.
5. Children. The parties have four (4) minor children, namely: AM, born 1/23/2013 (age 13); IM, born 5/15/2015 (age 10); CuM, born 11/7/2018 (age 7); and CoM, born 2/1/2025 (age 11 months).
6. Home State. The children and parents have all resided in Utah for the last six (6) months and Utah is the home state of said minor children pursuant to U.C.A. §81-11-201.
7. Pending Matters: That pursuant to Rule 100(a) of the Utah Rules of Civil Procedure, there are no proceedings for custody, child support, parent-time, criminal matter, or delinquency case pending in regard to the minor children named herein filed or pending in any Utah State court or court of any other state.

8. Custody Interests: That neither party knows of a person, not a party to these proceedings, who has custody of the parties' minor children or who claims to have custody or parent-time rights with respect to the parties' minor children.
9. Public Assistance: Neither party is receiving public assistance.
10. Military Service: Neither party is active duty member of any branch of the military service, or a guard, or reserve component of any branch of United States Military service.

CUSTODY AND PARENT-TIME

11. **Legal Custody/Parenting Plan.** Petitioner shall have sole legal custody of the minor children subject to the following Parenting Plan:

- a. Each party should have the right to make day to day and emergency decisions when the children are with that parent. If there is an emergency involving a child, the party having to make the emergency decision should let the other parent know of the decision as soon as reasonably possible.
- b. The parties should not use the children as a means of communicating and should communicate in a courteous and professional manner.
- c. The parties should be mutually restrained from speaking negatively about the other parent to or in the presence of the minor children. The parties should be mutually restrained from threatening, name calling, or otherwise degrading the other party and from enmeshing the minor children in any conflict between the parties.

- d. The parties should share in the transportation of the minor children with the party starting their parent-time doing the transportation.
- e. If either party intends to relocate as defined in Utah Code section 81-9-209, the relocating party should provide notice pursuant to section 81-9-209.
- f. For emergency purposes, whenever the children travels with either parent, all of the following should be provided to the other parent:
 - i. An itinerary of travel dates;
 - ii. Destinations; and
 - iii. Places where the children or traveling parent can be reached.
 - iv. If Respondent desires to travel out of state with the minor children, he shall provide notice of such travel 14 days in advance and may only travel out of state with permission of Petitioner.
- g. Until Co.M. is 3 years old, the minor children shall not be permitted to travel out of state with Respondent.
- h. The children shall attend school based upon Petitioner's residence.
- i. Each parent should have the right to attend any school events for the children regardless of parent-time, but subject to any existing protective orders.
- j. Neither party will allow the children to be unsupervised in the presence of known dangerous individuals.

k. Neither party shall use illegal drugs or alcohol to the point of inebriation during their respective parent time.

12. Physical Custody. The parties agree that physical custody of the minor children shall be shared as follows:

a. Regular Parent-Time:

i. Petitioner shall sole physical custody of the minor children, subject to Respondent's reasonable parent-time as outlined herein.

1. Respondent shall not have parent-time in any form or contact of any kind with the two older children, AM and IM ("Older Children").

ii. As it relates to Cu.M. and Co.M. ("Younger Children"), Respondent should have parent-time as the parties can agree, but otherwise Respondent's parent-time should be pursuant to §81-9-302.

b. As to the Younger Children, the parties agree that holidays shall be shared as the parties can agree. However, if the parties are unable to agree, then holidays shall be shared as outlined in §81-9-302.

13. During the summers, the parties shall follow the regular parent-time schedule.

14. Each party will have the right to have reasonable virtual/phone contact with the Younger Children during the other parent's parent-time. Neither party should take the children's

communication devices away from them during their parent time, including: smart watches, phones, etc.

15. Child Support. The parties agree as follows with regard to child support:

- a. Petitioner is employed and agrees to an imputed income of \$5,000 gross month monthly income for child support purposes;
- b. Respondent is employed earning \$4,000 gross monthly income based upon a 40-hour work week; and
- c. Based upon the sole custody child support worksheet, Respondent's monthly child support obligation to Petitioner should be \$866.

16. Child support should begin January 1, 2025 and be paid one-half by the 5th of the month and one-half by the 20th of the month.

17. Unless the Court orders otherwise, support for a child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

18. Medical Insurance and Expenses. The parties agree to ensure the children are covered by medical and dental insurance consistent with Utah Code section 81-6-208.

19. The parties agree to share equally the out-of-pocket medical premiums and medical expenses of the minor children consistent with Utah Code section 81-6-208.

20. The parties can provide the minor children's medical providers a copy of the Decree of Divorce so that each party may be billed independently for any out-of-pocket medical expenses.

a. To the extent this is not possible, the party incurring the expense will provide written verification of the cost and payment of the expense to the other parent within thirty (30) days of payment. The other parent will remit reimbursement of his/her one-half share within thirty (30) days of receipt of the verification.

21. Child Care. Childcare costs shall be shared equally as outlined in §81-6-209.

22. Extracurricular Activities. The parties shall divide the cost of any extracurricular activity if agreed to in writing prior to enrolling the child in the activity. If a party signs a child up for an activity that is not agreed-upon in writing, the enrolling parent shall be 100% responsible for the costs of the activity and the non-enrolling parent shall have no obligation to make the child available for the activity during their parent-time.

23. School Expenses. The parties agree that they will equally share the cost of any mandatory public school fees/expenses for the minor children.

24. Taxes. Beginning with the 2025 tax year, the parties shall file their taxes separately.

25. Petitioner should be permitted to claim the oldest three minor children on her state and federal taxes each year. Respondent should claim the youngest child on his taxes each year while there are at least two minor children. When there is only one minor child remaining, the parties

shall alternative claiming the youngest child, with Petitioner claiming in even-numbered tax years, and Respondent claiming in odd-numbered tax years.

PROPERTY SETTLEMENT

26. Premarital Property. The parties agree that except as otherwise stated herein, each party should be awarded his or her premarital property and personal items (e.g. clothing, toiletries, etc.) free and clear of any claim by the other party.

27. Real Property. The parties are currently co-signers on a lease. The parties shall work together to determine the most cost-effective way to get out of the lease, if possible. Alternatively, All reasonable steps shall be taken to remove Petitioner's name from the lease. At all times, Respondent shall be responsible for the monthly lease payment and shall hold Petitioner harmless therefrom.

28. Personal Property. All personal property has already been divided by the parties. The parties are therefore awarded the property currently in their possession.

29. Vehicles. The parties agree that the vehicles will be divided as follows, free and clear of any claim by the other party:

- a. Petitioner is awarded the 2018 Nissan Rogue; and
- b. Respondent is awarded the Buick.
- c. Petitioner shall refinance the Nissan into her own name as soon as her credit is repaired to the point where she is able to do so.

30. Financial Assets. The parties have the following financial accounts which will be divided as stated herein:

31. Each party is awarded the bank account(s) in their own respective names free and clear of any claim by the other party.

32. There are no known joint accounts.

33. The parties shall retain the retirement accounts in their own names, if any.

34. Debts. There are no known joint debts, other than the Nissan.

35. The parties are responsible for the debt in their own names, if any.

36. If any additional joint debts are later discovered, the party incurring the debt shall be liable and hold the other party harmless therefrom.

37. Alimony. Neither party is awarded alimony and both parties waive any right to alimony now or in the future.

MISCELLANEOUS

38. Execution of Documents. The parties agree to execute any documents necessary to carry out the provisions of the Decree of Divorce including any transfers of titles.

39. Attorney Fees and Costs. The parties agree that each party will be responsible for his/her own attorney fees and costs incurred herein.

40. The parties are mutually restrained from harassing, annoying, threatening, following, monitoring, observing, or stalking the other party, whether directly or indirectly, personally or through a third party, for any reason whatsoever.

41. The parties are prohibited from going to the other party's residence or place of employment without written permission, except for pre-arranged parent-time exchanges.

END OF ORDER

****THE COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE****

APPROVED AS TO FORM:

DATED: 1/8/2026

/s/ Dillon Monroe (see Docusign on file)
Respondent