



Christopher M. Ault, 11000
David J. Ostrowski, 19642
UTAH ATTORNEYS
8789 Highland Dr., Suite 200
Sandy, Utah 84093
Phone: (801)539-9000
Email: paralegal@attorneys-utah.com
Attorney for Respondent

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

In the Matter of the Marriage of:

DECREE OF DIVORCE

AUSTIN COLE SHORT,
Petitioner,
and
STIRLING ANNE SHORT,
Respondent.

Civil No. 254901374
Judge: Neider
Commissioner: Richards

The above-entitled matter comes before the Court, the Honorable Judge Neider presiding. Respondent is represented by counsel, David J. Ostrowski; Petitioner is *pro se*. The Court having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised in the premises, hereby orders as follows:

ORDERED, ADJUDGED, AND DECREED

1. The parties are awarded a Decree of Divorce severing the bonds of matrimony between the parties on the grounds of irreconcilable differences, effective immediately upon entry.

CHILDREN OF THE PARTIES

2. The parties have one minor child born of this marriage, to wit: R.P.S, born October 22, 2021. No other children are expected.

CHILD CUSTODY, PARENT TIME, & PARENTING PLAN

3. **Joint Custody.** The parties shall be awarded joint legal and physical custody of the minor child.

4. **Parent Time.** The parties shall exercise parent time as they agree. If the parties are unable to agree, parent time shall be as follows:

a. Petitioner shall have parent time each week from Friday at 6pm until Sunday morning at 8am.

5. **Holiday and Extended Parent Time.** The parties shall be awarded holiday and extended parent time with the minor child as agreed upon by the parties. If the parties are unable to reach an agreement, then holiday and extended parent time shall be according to Utah Code Ann. § 81-9-302, with Respondent designated as the custodial parent. Holidays take precedence over the regular and summer parent time schedules.

a. Holidays include any “snow” days, teacher development days after the children begin the school year, or other days when school is not scheduled, contiguous to the holiday period, and take precedence over the weekend parent-time.

b. Holiday periods are meant to interrupt and occur “over and in place of” the regular visitation schedule and once the holiday period is over, the parties shall continue the regular visitation schedule as if uninterrupted.

c. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for Minor Child’s attendance at school for that school day.

d. The parties shall follow the child’s projected school calendar (currently Davis School District) to determine the holiday schedule for the minor child.

6. Precedence of Parent Time. Changes may not be made to the parent time schedule, except that 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.

a. The holiday schedule for Mother’s Day or Father’s Day;

b. The holiday schedule for Minor Child’s birthdays, unless a parent is exercising uninterrupted extended parent-time and takes the Minor Child away from that parent’s residence during the uninterrupted extended parent-time;

c. The holiday schedule for any holiday that is not Father’s Day, Mother’s Day, or Minor Child’s birthdays.

d. Extended parent-time; and

e. The schedule for weekday or weekend parent-time.

7. Travel. Whenever a minor child travels with either parent overnight or longer, the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the minor child or traveling parent can be reached; and (4) the name and

telephone number of an available third person who would be knowledgeable of the minor child's location.

8. Virtual Parent Time. The parties shall be entitled to untethered access to the minor child during the other party's parent time. Each party may contact the child once per day at 6pm. The child shall be allowed to contact either party at the child's discretion.

9. Relocation. Should either parent choose to relocate with the child, that parent shall provide at least 60 days written notice to the other party and strictly comply with the provisions of Utah Code Ann. § 81-9-209.

10. 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. The parties shall make joint decisions regarding substantial or significant issues affecting the child, including, but not limited to, education, medical care, dental care, religious upbringing, counseling, and other major parenting issues;
- b. Both parties shall have access to the child's school, church, and other records and shall include the other party as the parent on such records.
- c. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the child's schoolwork, school schedule, medical and dental

treatment, counseling, emotional needs, accomplishments, and other information.

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

e. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the child at school, medically, or otherwise, so that each party can initiate their own relationship with these professionals;

f. The parties shall notify the other parent of any change of address or phone number;

g. The parent who has the child in their care may make minor day-to-day decisions regarding the child without having to consult with the other parent;

h. Both parties shall be restrained from leaving the United States with the child without written permission from the other parent.

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

j. Each parent shall give special consideration to making the child available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the

life of the child or the life of either parent, which may inadvertently conflict with the parent-time schedule.

k. The parties shall not put the child in the middle. The parties shall not discuss adult issues, including any legal or financial-related issues with the child;

l. The child shall not be used as a messenger;

m. The parties shall maintain safe and appropriate sleeping and living accommodations for the child;

n. Neither parent shall question the child about the other parent's activities, personal relationships, or how the other parent spends their time or money. Each parent shall be supportive and respectful of the other parent in the presence of the child.

o. Both parents shall take adequate safety measures in their homes for the child's electronic and internet access. The child shall only be exposed to age-appropriate media including but not limited to movies, audio, television, and video games.

p. The party with the child in their care shall be responsible for ensuring the child's homework is complete and transporting the child to and from school on time;

q. Communication regarding the child shall be directly between the parents and shall not involve third parties;

r. The parties shall communicate primarily by email and text message. All communication shall be civil and related to the child. Name calling shall never be considered civil.

s. Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for Minor child over any other third party (i.e., surrogate care) if the parent responsible for Minor child is not available for a period of an overnight or longer during parent-time, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time, and (2) provide direct parental care. This provision relates solely to parental absences away from their residence and shall not be construed to prevent Minor child from having sleepovers with friends and family.

t. Exchanges of the minor child shall take place at the Weber County Sheriff's office "safe zone" located at 1400 Depot Rd, Ogden, UT84401 (closest "safe zone" between the party's residences). Each parent shall be responsible for transporting the child to and from the designated exchange location at the beginning and end of their respective parenting time.

- i. Both parents shall ensure that exchanges occur timely and in a manner that minimizes conflict and stress for the child.
- ii. Neither parent shall enter the other parent's vehicle during exchanges.
- iii. Each parent shall remain respectful and avoid discussion of adult issues in the presence of the child.
- iv. If the designated exchange location becomes unavailable or impractical for any reason, the parties shall mutually agree upon an alternative public location of similar convenience that is well-lit and equipped with security cameras.
- v. A parent, grandparent, stepparent, or extended relative may transport a child to an appointment or activity as needed.
- u. The parties shall discuss with each other all major decisions concerning the child, including their health, education, general welfare, medical, and dental treatment. To accomplish this, the parties shall use the following decision-making procedure: (1) Identify the issue; (2) Discuss possible solutions with each other and/or professionals (e.g., doctor, dentist, therapist, etc.); and (3) Choose the most sensible solution that considers the needs and interests of everyone involved. If the parties reach an impasse, they shall attend mediation.

11. Educational Plan.

- a. The parties shall identify and research potential private schools for the minor child that fits within the parties' budgets. The parties shall mutually agree upon a school before enrolling the child. Any change in schools for the minor child shall be agreed upon by the parties in writing before the child is enrolled in a different school. If the parties cannot reach an agreement on a school at least four (4) months before the start of the school year, they shall return to mediation to resolve the issue.
- b. Each parent shall have direct access to school emails, school teachers, school websites, online school tools, parent teacher conferences and school calendars.
- c. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and each parent should be entitled to attend and participate fully.
- d. Each parent shall be responsible for assisting the child with homework and assignments on his or her parent-time.
- e. Unless otherwise agreed by both parents, neither parent shall remove the child from school during regular school hours without a school excused absence (school excused absence means those absences recognized by the school as valid reasons for missing school, including doctor appointments and illness, in which instance the other parent should be immediately notified). Each parent shall ensure that the child makes it to school on time.

12. Mutual Restraining Order.

a. Both parties shall be restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the child.

b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes the child's best interest.

c. Both parties shall be restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties shall also be restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.

d. Both parties shall be mutually restrained from going to the other party's residence without prior written permission.

- e. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.
- f. Both parties shall be mutually restrained from posting on any social media platforms negative or derogatory comments about the other party.
- g. Both parties shall be restrained from using the likeness, image or credit of the other party for any purpose.
- h. The parties shall be restrained from consuming illegal drugs or non-prescribed drugs. The parties shall be restrained from consuming alcohol to the point of intoxication when the minor child is in their care or within 24 hours of caring for the minor child, and from allowing the minor child to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.
- i. Both parties shall be mutually restrained from allowing third parties to do in front of the child what they themselves are prohibited from doing under this section, and have the affirmative duty to use his or her best efforts to prevent third parties from such violations or should remove the child from such circumstances.

CHILD SUPPORT

13. Child support shall be calculated according to Utah Code Ann. §81-6-107 *et seq.*

Respondent's gross monthly income shall be imputed at \$2,138 and Petitioner's gross monthly income is \$5,304. Petitioner shall pay child support to Respondent in the amount of \$473.00 per

month, beginning January 1, 2026. Of that, \$223.00 shall be deposited into a savings account for the child. Child support shall be calculated with Respondent having approximately 220 overnights and Petitioner having approximately 145 overnights.

- a. Child support shall be paid until (1) the minor child reaches the age of majority or graduates High School in the expected year of graduation, whichever occurs later, or (2) the minor child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.
- b. Child Support shall be paid in two increments each month, one half due on or before the 5th day of the month, and the second half is due on or before the 20th day of the month.
- c. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. § 62A-11 parts 4 and 5, and any Federal or State tax refunds or rebates due the obligor parent may be intercepted by the State of Utah and applied to any child support arrearages. This income withholding procedure shall apply to existing and future payors/obligors. All income withheld shall be submitted to the Office of Recovery Services until such time as the obligor party no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. All administrative fees and

costs of income withholding assessed by the Office of Recovery Services shall be paid by the obligor party in addition to the base child support obligation.

d. Child Support Arrears: Petitioner shall pay Respondent \$1402.00 for child support arrears.

14. Childcare. The parties shall cover the cost of their own childcare.

15. School and Extracurricular Activities. The parties shall equally share the child's education expenses such as tuition, fees, books, and school lunches. The parties shall also equally share the child's extracurricular activity and elective education activity expenses to which both parties agree in writing (including via email or text message), and neither party shall unreasonably withhold this agreement.

a. The parties shall honor splitting the costs of current extracurricular activities already in place and into the future if the child desires to maintain the activity.

b. The parties shall allow the child to attend agreed-upon extracurricular activities, even if it is during their parent time.

c. Proof of payment of said school fees and extracurricular activities shall be provided by the party enrolling the child in the activity to the other party within thirty (30) days of the payment, with reimbursement to occur within the following thirty (30) days. Any party unilaterally enrolling the minor child in extracurricular activities shall not interfere with the other party's parent time.

MEDICAL AND HEALTH CARE EXPENSES

16. Pursuant to UCA §81-6-208, both parents shall be responsible for providing and maintaining health insurance and health care coverage for the medical expenses of their minor child if insurance for medical and dental expenses is available or becomes available to either parent at a reasonable cost and is accessible to the child. Petitioner is currently providing said insurance.

a. Health Insurance Premiums. The parties 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 child 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. The party paying the health insurance premium may receive credit for the other parent's portion pursuant to UCA § 81-6-208.

b. Double Coverage. If the child is covered under both parents' insurance, then neither party shall reimburse the other for half of their share of the medical insurance premium.

c. Verification of Coverage. The parent ordered to maintain 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.

d. Uninsured Medical/Dental Expenses. The parties shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents. If neither party is able to secure medical/dental insurance for the child 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 child as indicated.

e. Reimbursement for Expenses. The 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.

f. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical/dental services. A creditor who has been provided a copy of the order may not make a claim for unpaid medical 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 U.C.A. §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.

TAXES

17. 2024 Taxes and 2025 Taxes: The parties shall cooperate to complete the 2024 and 2025 taxes for state and federal. The parties shall equally share any deficiency or refund.

a. The parties shall be entitled to claim the child for tax purposes each year as follows: Respondent claiming the child for even tax years and Petitioner claiming the child for odd tax years. The party obligated to pay child support to the other party may not claim the child for tax purposes in any given year if they are not current on child support by the last day of the tax year. If either party will not receive a benefit from claiming the child tax benefits during any given year, the benefits shall be awarded to the other party for that year.

DIVISION OF PROPERTY AND DEBTS

18. Personal Property: Each party shall be awarded all personal property in his or her possession except as follows:

Item:	Awarded To:
2019 Jeep Renegade and all its equity or debt	Austin
2018 Chevy Equinox and all its equity or debt	Stirling
Honda Civic and its debt	Austin
Household Personal Property:	
Cat Tower	Stirling
Nightstands (Gift to Stirling)	Stirling
Ornaments/stockings	Stirling
Nespresso	Stirling

Shark robot vacuum	Stirling
Standing vacuum	Stirling
Stirling's Mugs	Stirling
Austin's Mugs	Austin
Rotary Phone/camera/typewriter	Stirling
Toaster	Stirling
Breakfast trays	Stirling
Wood bowl	Stirling
Wood cutting boards	Stirling
Pots/pans (Gift to Stirling)	Stirling
Tea kettle set	Stirling
Knives - outdoor (Gift to Stirling)	Stirling
Wooden Cutting Utensils	Austin
Ice skating bear/holiday decor	Stirling
Papasan Chair	Austin
Casserole dishes	Stirling
Clothes – Stirling's and ½ R.S.	Stirling
Shoes – Stirling's and ½ R.S.	Stirling
Blankets - Quilt, 12 blankets (Gift to Stirling)	Stirling
Slap Chopper	Stirling
Panini Maker	Stirling
Crock Pot	Stirling
All Spices	Austin
Artwork	Stirling
R.S. Dresser (Gift to R.S. from Stirling's Father)	Austin
Living Room TV stand	Austin
Trinkets – Sculptures, rocks, fossils, other knick-knacks	Stirling
Printer	Stirling
R.S.'s Toys	½ Each
R.S.'s bed and frame	Austin
All Camping Gear	Stirling
Filing Storage Bin	Stirling
Stirling's personal items box	Stirling
Cat	Stirling
Cat Items	Stirling
R.S. Storage shelf	Austin
Blow up mattress	Austin
One set R.S. bedding	Stirling
Bathroom shower curtains	Stirling
Shower racks	Stirling
Toilet shelf and everything inside (Gift to Stirling)	Stirling
Everything under the sink that is Stirling's	Stirling

Everything under the sink that is Austin's	Austin
All Stirling's jewelry	Stirling
½ Cleaning supplies	½ Each
All Mixing bowls	Stirling
Stirling's suitcase	Stirling
Green backpack	Stirling
Stirling's sweatshirts	Stirling
Austin's sweatshirts	Austin
All arts and crafts	Stirling
All sunscreen and pool supplies	Stirling
One bookcase (Gift to Stirling)	Stirling
One bookcase (Gift to Stirling)	Stirling
Stirling's books	Stirling
Austin's books	Austin
Picture frames	Stirling
Curtains and rods	Austin
One 32" TV	Stirling
One 32" TV	Austin
Everything on top of Stirling's nightstand and dresser	Stirling
Toilet helper	Stirling
Equinox spare key	Stirling
Toddler potty	Stirling
One cutting board	Stirling
Chevy Equinox spare key (Austin will look for it and if he finds it will return it)	Stirling
Living room rug (Gift to Stirling)	Stirling
Electric Kettle	Stirling
R.S.'s water bottles	½ Each
Stirling's water bottles	Stirling
Stirling's shoes	Stirling
R.S.'s shoes	½ each
4 bar stools (Belong to Stirling's employer)	Stirling
Stirling's personal items and documents	Stirling
Austin's personal items and documents	Austin

- a. Each party shall refinance the vehicle awarded to them within thirty (30) days of the date of this agreement to get the other party's name off the loan.

- b. The parties shall cooperate to transfer the titles of these vehicles into the appropriate party's name.
- c. During the course of the marriage, the parties acquired a Honda Civic. The vehicle has been repossessed. Respondent shall be solely responsible for any deficiency/obligation owed on the vehicle.
- d. The parties shall coordinate a mutually agreeable date and time for Respondent to retrieve her personal belongings. If the parties cannot agree to the division of the personal property, they shall return to mediation to settle the dispute.
- e. Debts. The parties have acquired debts during the course of the marriage, which shall be divided as follows:

Debt:	Approximate Balance:	Responsibility of:
America First Credit Union	\$4,989	Austin
Capital One	\$877	Stirling
Capital One	\$293	Stirling
Capital One	\$5,200	Austin
Credit One	\$994	Stirling
Brightway	\$795	Stirling
Care Credit/Synchrony	\$1,014	Stirling

- i. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.
- ii. Each party shall be responsible for his or her own debts acquired since the date of separation.
- iii. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new

contract is entered into between the creditors and the debtors individually. The parties shall notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

ALIMONY

19. The parties are each able to support themselves. Therefore, neither party shall be awarded alimony. Each party waives the right to receive alimony from the other both now and in the future.

FINANCIAL ACCOUNTS

20. All joint bank accounts have been divided and closed. The parties shall be awarded any and all bank accounts in their own names.

RETIREMENT ACCOUNTS

21. During the course of the marriage, the parties acquired certain retirement, 401K, IRA, or other retirement like plans, benefits or accounts. Each party shall be awarded the retirement accounts in his or her name.

REAL PROPERTY

22. The parties did not acquire real property during the course of the marriage.

MISCELLANEOUS

23. **Attorney's Fees.** Each party shall be responsible for their own attorney's fees and costs.

24. Maiden Name. Respondent shall have the option to resume using her maiden name of “Kelly” if she chooses to do so.

25. Dispute Resolution. If a dispute arises between the parties, they shall return to mediation prior to filing an action in court other than enforcement action.

26. Execution of Documents. Both parties shall be ordered to sign and fully execute whatever documents are necessary to implement the provisions of the Decree of Divorce within 60 days of the entry thereof. If a party fails to execute a document within 60 days of the entry of the Decree of Divorce, the other party shall be able to apply, at the cost of the disobedient party, for the court to appoint some other person to execute the documents so that, when so done, the execution has the same effect as if executed by the disobedient party, pursuant to Utah R. Civ. P. 70.

27. Failure to Comply. If a party fails to comply with any of the provisions outlined in the Decree of Divorce, the other party’s obligations under said Decree shall not be affected. If a party fails to comply with any of the provisions outlined in the Decree of Divorce and the other party prevails in an enforcement action related to that failure to comply, the disobedient party shall be liable for 100% of the enforcing party’s attorneys’ fees and costs associated with said enforcement.

END OF DECREE

COURT SIGNATURE WILL APPEAR AT THE TOP OF THE FIRST PAGE

Approved as to Form:

/s/Austin Cole Short

Austin Cole Short (signed with permission 4/14/26)

Petitioner

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, you may object to the form of the above Order by filing an objection within 7 days after service, plus 3 days if served by mail. After the time to object expires, the above Order will be filed with the Court for signature and entry.

/s/David Ostrowski
David Ostrowski
Attorney for Respondent

CERTIFICATE OF SERVICE

I certify that on April 9, 2026, I served a copy of the above document on the following people by the method indicated:

Austin Cole Short	<input type="checkbox"/> Mail
Petitioner	<input type="checkbox"/> Electronic filing
	<input type="checkbox"/> Hand Delivery
	<input type="checkbox"/> Fax
	<input checked="" type="checkbox"/> Email
	<input type="checkbox"/> Left at business
	<input type="checkbox"/> Left at home

/s/ David Ostrowski
David Ostrowski