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IN THE SECOND JUDICIAL DISTRICT COURT OF WEBER COUNTY

STATE OF UTAH

In the Matter of the Marriage of: SHAWN ERIC BYINGTON, Petitioner, and MERISA LUTZ BYINGTON, Respondent.	DECREE OF DIVORCE Civil No. 244901215 Tier 4 Judge Jason C. Nelson Commissioner Brandon J. Richards
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Respondent, MERISA L. BYINGTON, by and through her counsel of record, Emilie A. Bean, hereby submits the following Decree of Divorce, based on evidence provided in support thereof by Declaration as set forth in Utah Code Ann. §81-4-406(1)(a) (2024). The Court, having received the Stipulation and Property Settlement Agreement executed by the parties and being fully advised in the premises, does hereby ORDER, ADJUDGE, and DECREE as follows:

DIVORCE

1. The parties will be granted a mutual Decree of Divorce upon the ground of irreconcilable differences, and the bonds of matrimony now and heretofore existing between the parties are hereby dissolved pursuant to Utah Code Annotated §81-4-405. The divorce shall

become final upon entry by the Clerk of the Court.

CHILD CUSTODY AND PARENTING PLAN

2. It is in the best interests of the children that the parties be granted joint legal custody with the Respondent's guardian acting on Respondent's behalf when referring to "the parties" or the "Respondent" with the following provisions:

a. Day to day and emergency decisions involving the minor children will be made by the parent exercising his or her parent time. More significant decisions especially those involving the children's health, education and religion upbringing will be discussed by the parties in advance where possible in an attempt to reach an Agreement. If the parties are unable to come to an Agreement, they will consult with professionals in the area of dispute and follow the advice of the professionals. If the professionals are in conflict or if there are no applicable professionals then the parties will attend mediation. If they are still unable to agree, then the Petitioner will have the presumptive decision-making authority. If the Respondent disagrees with the Petitioner's decision, she may approach the court.

b. The parties will maintain a Google calendar to exchange information regarding the children. Both parties will be entitled to have direct access to schools, doctors, counselors, extra-curricular activity parent portals, etc.

c. The parties will communicate by text message or e-mail when appropriate. The parties should respect one another in their communication. Telephone calls or in person meetings will only occur in the event of an emergency or if there is a complex issue that requires more than a text message.

d. Neither parent will make disparaging, demeaning or disrespectful comments about the other parent in the presence of the children and will be under an affirmative duty to keep third parties from doing so.

e. Each parent will be listed on as a parent/emergency contact on the children's school, medical and other records.

f. Neither parent will monitor or read communications between the children and the other parent whether the communication is in writing, i.e. text, e-mail, etc. or verbal.

g. The children will attend school in the Petitioner's boundaries.

h. Both parties recognize that mediation will be required before returning to Court with regard to any matter involving the minor children.

3. It is in the best interests of the children that Petitioner be granted the primary physical custody of JEB, born April, 2010 and OPB, born January, 2014 once the Third- Party Custody action is terminated. Any reference to the Respondent will be governed by her Guardian. The following parent time provisions will apply:

a. The Petitioner will be solely responsible for terminating the Third-Party Custody action with his brother and sister-in-law, Richard and Tiffanie Dunlap;

b. Parent time will be as the parties can agree. If the parties are unable to reach Agreements, then the Respondent will have the following parent time while she remains in the State Hospital:

(1) The Petitioner will take the children to physically visit with the Respondent no less than monthly. If the Petitioner is unable to provide the transportation for the monthly visit, he will make arrangements with the

Respondent's Guardian for her to provide the transportation;

(2) The Respondent will have virtual parent time or telephone calls weekly on Sunday evenings. The Petitioner will also make arrangements for calls at any time the children want to speak with their mother;

(3) The Petitioner will take the children to events at the State Hospital where families are invited. If the Petitioner has a conflict or cannot the transportation, he will make arrangements with the Respondent's Guardian for her to take the children;

c. Once the Respondent is released from the State Hospital, parent time will be supervised by her Guardian, Erma Hawker, or someone she designates, as follows:

(1) The Petitioner will be entitled to request drug testing upon reasonable suspicion that the Respondent is using. The Petitioner will cover the initial cost. If the Respondent test dirty for any illegal controlled substance, she will be responsible for reimbursing the costs.

(2) If the Respondent tests dirty, supervision will continue for an additional three (3) months or will revert back to supervised visits;

(3) Because the parties are not able to determine the Respondent's state upon her release, she will start with one (1) hour per week of supervised parent time. The parties cannot agree on advancing the parent time, they will attend mediation to establish a schedule.

d. Respondent will be designated as the noncustodial parent for purposes of the

holiday rotation. The parties will use the extended time consistent with Utah Code Annotated §81-9-303 (2024) to determine holiday times.

e. Once Respondent advances to standard parent time, each parent will be entitled to two (2) weeks of uninterrupted summer parent that does not have to be consecutive. Summer parent time cannot be scheduled over the other parent's assigned holidays. Each parent will give notice of his or her summer parent time, pursuant to Utah Code Annotated §81-9-302 (2024), so that in odd years Respondent will provide notice by May 1st and Petitioner will provide notice by May 15th. In even years Petitioner will provide notice by May 1st and Respondent will provide notice by May 15th. If timely notice is not provided the parent who provides notice first will not have the right to determine the other parent's summer parent time weeks.

f. If either parent moves more than 150 miles from the residence of the primary physical custodian that parent time will follow the procedures in Utah Code Annotated §81-9-209 (2024).

4. In addition, the following provisions of Utah Code Annotate §81-9-202 (2024) will govern the conduct of the parties:

a. Special consideration shall be given by each parent in 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 in the life of either parent which may inadvertently conflict with the parent time schedule.

b. Transportation will be worked out by the parties as they can agree. If they are

unable to agree, then each party will pick up from the other to begin his or her parent time at the time specified, and the child's regular school hours shall not be interrupted.

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 both parents shall be entitled to attend and participate fully which will include the Respondent's Guardian.

d. Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.

e. Parental care is presumed to be better care for the child than surrogate care and each of the parties shall cooperate in being willing to provide child care. The parties will exercise a three (3) hour trigger and the right of first refusal will also apply any time a parent will be away from the child(ren) overnight during his or her parent time. A parent exercising a right of first refusal will be solely responsible for all transportation.

f. Each parent shall be entitled to an equal division of the major religious holidays celebrated by the parents, and the parent who celebrates a religious holiday that the other parent does not celebrate shall have the right to be together with the child on the religious holiday.

5. Utah is the home state of the minor children pursuant to the UCCJEA in Utah Code Annotated §78B-13-101 (et seq.) Pursuant to Utah Code Annotated §81-9-202(19) (2024), if either party is traveling with the child, that parent will give the other parent an itinerary at least ten (10) days in advance unless there are extenuating circumstances. The itinerary will include all relevant information about the travel and will include at least the destination(s), the planned

travel route, the mode of transportation, the dates they will be gone with return information and how they can be reached in the event of an emergency.

6. Each party is aware of the requirement of Utah Code Annotated §81-4-105 (2024) and §81-4-402 (2024) that both of them are required by law to attend a the “Divorce Education for Parents” and the “Divorce Orientation” classes unless waived by the Court before the divorce can be granted. The course must be completed within forty-five (45) days of receipt of notice to attend the course and only upon the filing of a Certificate of Completion of the course can the divorce be heard before the Court. If the Respondent is unable to attend the classes, the parties still stipulate to a waiver for her.

CHILD SUPPORT

7. The Petitioner is currently receiving the Social Security benefits for the children obtained through the Respondent’s disability in the sum of \$252.00 per month in lieu of child support and will continue to be entitled to receive those funds so long as he has the physical custody of the children.

INSURANCE

8. Petitioner is currently providing medical, dental and optical insurance as may be available to him through his employment for the benefit of the parties' minor children and will continue to do so as long as it is reasonably available to him with benefits equal to those in existence as of the date of the Stipulation. Petitioner shall notify Respondent of any change of insurance carrier, premium or benefits within thirty (30) calendar days of the date he knew or should have known of the change.

9. The party providing the insurance will provide the other party with executed claim

forms, medical cards, insurance information and other assistance necessary to insure the prompt payment of the insured portions of such claim.

10. If health and accident insurance becomes available to the other party at a reasonable cost and the children would gain more complete coverage by doing so, then the other party should also maintain insurance for the benefit of the parties' minor children.

11. If Petitioner, after due diligence, no longer has insurance available to him, then the party who can obtain the most favorable coverage at the most reasonable rate will insure the parties' minor children.

12. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

13. Where the Social Security benefit for the children exceeds the child support that could be ordered in this case of \$30.00, the Petitioner will be solely responsible for the insurance premiums and out of pocket medical, dental, optical, orthodontic, counseling and like expenses, collectively hereinafter referred to as "medical expenses" or "medical services" incurred on behalf of the parties' minor children.

14. Pursuant to Utah Code Ann. §81-6-208 (2024), the Respondent should be made

aware of medical issues regarding the children. That communication can be made through the Respondent's Guardian.

PROPERTY DISTRIBUTION

15. All real and personal property acquired during the marriage will be awarded as follows:

A. Petitioner should be awarded as his sole and separate property currently in Petitioner's possession as it is constituted at the time the Decree of Divorce is entered with the exception of the one (1) box of personal photographs and documents which may be requested by Respondent upon her release.

B. Respondent should be awarded as her sole and separate property currently in Respondent's possession as it is constituted at the time the Decree of Divorce is entered.

DEBT ALLOCATION

16. The following distribution of the marital debts will be the order of the Court:

A. Petitioner will be responsible and will indemnify and hold Respondent harmless for all debts and obligations incurred by him individually or since the parties' separation or which may be unknown to Respondent.

B. Respondent will be responsible and will indemnify and hold Petitioner harmless for all debts and obligations incurred by her individually or since the separation or which may be unknown to Petitioner.

17. Both parties will notify all creditors regarding the division of debts, assignment of payment liabilities and the name and current address of both parties.

18. Notice to Creditors: Pursuant to Utah Code Ann. §§15-4-6.5 and 81-3-105 (2024), the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

Therefore, the party not obligated to pay a joint obligation shall:

- a. Send a copy of the Decree of Divorce to each creditor he/she is not required to pay as soon as possible;
- b. Notify the joint creditor of the current address for each party;
- c. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

19. The parties' obligation to pay these marital debts as hereby imposed is to be considered as a spousal support obligation to assure avoidance of either party's filing of a bankruptcy seeking a discharge of these debts such that these debts are to be considered an exception to discharge under 11 U.S.C. sec. 523(5).

TAXES

20. The Petitioner is granted the child tax credits for both children while the Respondent is unemployed. Once the Respondent obtains employment, the Petitioner will claim JEB and the Respondent will claim OPB. Once JEB can no longer be claimed by Petitioner, the parties will alternate OPB with Petitioner will claiming OPB in even years and Respondent claim OPB in

odd years.

RETIREMENT

21. Neither party has retirement accrued during the marriage.

ALIMONY

22. No alimony is to be awarded in this case to either party. Regardless of any material change in circumstance of either party, alimony is forever barred against both parties under this or any subsequent Stipulation and resulting Order of the Court.

MISCELLANEOUS

23. Each party will pay his or her own attorney's fees and Court costs incurred in pursuing this action.

24. At Respondent's option, she will be restored to her former name and hereinafter be known as MERISA LUTZ.

25. Any issues left not addressed by the parties will be governed by the appropriate applicable statute.

26. The parties recognize that the nature of mediation lends itself to minor errors and accidentally flipping terms like Petitioner and Respondent that are missed by both parties over the course of several readings. The attorney drafting the final documents will be entitled to correct Scrivener-type errors.

27. Except as otherwise ordered by the Court, each of the parties will, upon demand of the other party, after the entry of the decree of divorce, he or she will make, execute, acknowledge and deliver all deeds, transfers, assignments or further instruments and will do or cause to be done all other acts or things reasonably necessary or required by either of them to

effectuate the intentions of this Agreement and to assure to each of them, their transferees or assigns, the property described or referred to or hereby intended to be conveyed, transferred or assigned , and to confirm and assure title, possession and right hereto according to the provisions and intent of the Agreement.

28. Pursuant to Rule 70 of the Utah Rules of Civil Procedure, if a judgment directs a party to execute a conveyance of land or to deliver deeds or other documents or to perform any other specific act and the party fails to comply within the time specified, the Court may direct the act to be done at the cost of the disobedient party by some other person appointed by the Court and the act when so done has like effect as if done by the party. On application of the party entitled to performance and upon order of the Court, the clerk shall issue a writ of attachment or sequestration against the property of the disobedient party to compel obedience to the judgment. The Court may also in proper cases adjudge the party in contempt. If real or personal property is within the state, the Court in lieu of directing a conveyance thereof may enter a judgment divesting the title of any party and vesting it in others and such judgment has the effect of a conveyance executed in due form of law. When any order or judgment is for the delivery of possession, the party in whose favor it is entered is entitled to a writ of execution or assistance upon application to the clerk.

**JUDICIAL SIGNATURES APPEAR ELECTRONICALLY
AT THE TOP OF THE FIRST PAGE**

APPROVED AS TO FORM:

*Electronically signed by Emilie A. Bean
with email permission on 12/08/25 by:*

/s/ Rocky D. Crofts
ROCKY D. CROFTS

Attorney for Petitioner

NOTICE

You will please take notice that the undersigned, attorney for Respondent, will submit the above and foregoing DECREE OF DIVORCE to the Judge of the above-entitled Court for his signature, upon the expiration of five (5) days from the date this Notice is mailed to you, and after allowing three (3) days for mailing, unless written objection is filed prior to that time, pursuant to Rule 4-504(2), Rules of Judicial Administration.

Kindly govern yourself accordingly.

DATED this 17th day of October, 2025.

/s/ Emilie A. Bean

Emilie A. Bean

Attorney for Petitioner

CERTIFICATE OF DELIVERY

I hereby certify that on this 17th day of October, 2025, I caused to be sent a true and correct copy of the foregoing DECREE OF DIVORCE through email and/or electronic filing to:

Rocky D. Crofts
The Law Office of Rocky D. Crofts, P.C.
4630 South 3500 West, Ste. 4
Ogden, UT 84401
Email: therocklaw@comcast.net

/s/ Sharon A. Newman