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

In the Matter of the Marriage of: MERCEDES BLANCHE OCONNOR BURGE, Petitioner, and EDWARD MICHAEL BURGE, Respondent.	DECREE OF DIVORCE Case No.: 254902069 Honorable Judge: Jason Nelson Honorable Commissioner: Christina Wilson
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This matter is before the Court on Petitioner's Verified Petition for Decree of Divorce, filed December 2, 2025. Respondent filed an Answer on December 10, 2025. The parties attended mediation, at which time the parties entered into a *Stipulation and Settlement Agreement*, and the Court having received the parties' *Stipulation and Settlement Agreement*, which fully resolves all issues in this case, along with all other necessary documents on file in this matter, and having heretofore entered its *Findings of Fact and Conclusions of Law*, and now

being fully advised in the premises, and for good cause appearing, hereby enters the following
Decree of Divorce:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The parties are granted a decree of divorce upon the grounds of irreconcilable differences.
2. 1Custody/Parent time. The mother is awarded sole primary physical custody of the parties' minor child, A.D.B. (D.O.B. 02/2021).
3. Visitation. The Father is awarded visitation pursuant to the following ramp-up schedule.
4. Supervised Visits. For week 1-6, the Father's supervised visits will proceed as follows:
 - i. Only the Father will attend this visit for weeks 1- 4 for the purpose of establishing and strengthening a relationship with the minor child.
No other persons will attend with the father during these weeks.
 - ii. All visits will take place on Saturday or a Sunday.
 - iii. All supervised visits will take place in Weber or Davis County.
 - iv. The Supervisor will be within the line of sight and hearing of the Father and the minor child at all times and shall monitor the visit.
 - v. The Supervisor will not record the visit.
 - vi. The Supervisor will be Alyssa Hansen, or another supervisor agreed upon by the parties if she is unavailable.

- b. Week 1: The Father will have 3 hour supervised visit with the minor child. The Father will meet the supervisor and the minor child in a public place to be designated by the Father.
- c. Week 2: The Father will have 3 hour supervised visit with the minor child. The Father will meet the supervisor and the minor child in a public place to be designated by the Father.
- d. Week 3: The Father will have 4 hour supervised visit with the minor child. The Father will meet the supervisor and the minor child in a public place to be designated by the Father.
- e. Week 4: The Father will have 4 hour supervised visit with the minor child. The Father will meet the supervisor and the minor child in a public place to be designated by the Father.
- f. Week 5: The Father will have 6 hour supervised visit with the minor child. The Father will meet the supervisor and the minor child in a public place to be designated by the Father.
- g. Week 6: The Father will have 6 hour supervised visit with the minor child. The Father will meet the supervisor and the minor child in a public place to be designated by the Father.

5. Beginning Unsupervised Visitations. Beginning with week 7, as long as the Father's conduct has been appropriate, and there are no negative reports from the supervisor, his parent-time will move to unsupervised parent-time.

- a. Week 7: The Father will have an 8 hour visit with the minor child on either a Saturday or Sunday at the Respondent's option. Notice will be provided two weeks prior. Transportation for this visit will be shared equally with the parties meeting at a public location at an agreed-upon mid-point between their residences.
- b. Week 8: The Father will have a 3 hour, mid-week visit with the minor child on Wednesday from 5:30 pm to 8:30 pm unless otherwise agreed. The Father will pick up and drop off the minor child for this visit. Drop-off and pick-up will be done curbside.
- c. Week 9: The Father will have an 8 hour visit with the minor child on either a Saturday or Sunday at the Respondent's option. Notice will be provided two weeks prior. Transportation for this visit will be shared equally with the parties meeting at a public location at an agreed-upon mid-point between their residences.
- d. Week 10: The Father will have a 3 hour, mid-week visit with the minor child on Wednesday from 5:30 pm to 8:30 pm unless otherwise agreed. The Father will pick up and drop off the minor child for this visit. Drop-off and pick-up will be done curbside.
- e. Week 11: The Father will have an overnight visit from Friday at 5 pm until Saturday at 5 pm. Transportation for this visit will be shared equally

with the parties meeting at a public location at an agreed-upon mid-point between their residences.

f. Week 12: The Father will have a 3 hour, mid-week visit with the minor child on Wednesday from 5:30 pm to 8:30 pm unless otherwise agreed. The Father will pick up and drop off the minor child for this visit. Drop-off and pick-up will be done curbside.

g. Week 13: The Father will have an overnight visit from Friday at 5 pm until Sunday at 7 pm. Transportation for this visit will be shared equally with the parties meeting at a public location at an agreed-upon mid-point between their residences.

h. Week 14: The Father will have a 3 hour, mid-week visit with the minor child on Wednesday from 5:30 pm to 8:30 pm unless otherwise agreed. The Father will pick up and drop off the minor child for this visit. Transportation for this visit will be shared equally with the parties meeting at a public location at an agreed-upon mid-point between their residences.

i. Week 15: Beginning at Week 15, parent-time shall be as the parties agree, and if the parties don't agree, parent-time shall be no less than Utah Code Annotated § 81-9-302.

j. Once the Father's parent-time transitions to Utah Code Annotated § 81-9-302, transportation will be shared equally with the parties meeting at a public location at an agreed-upon mid-point between their residences.

k. During the ramp up time period, the Father must exercise each visit. If the Father misses a visit, the Father's parent-time will revert to the week of the missed visit.

l. If the Father misses three or more visits, the ramp up plan will start over.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mom	Mom	Mom Dad midweek	Mom	Dad Exchange after school	Dad	Dad Exchange at 7 pm
Mom	Mom	Mom Dad midweek	Mom	Mom	Mom	Mom

6. Any changes to the parent-time schedule shall be as the parties mutually agree in writing.

7. Holidays. The parties will follow the holiday schedule in Utah Code Annotated § 81-9-302, with the Father being the non-custodial parent for the purposes of interpreting the statute.

The following table is the holiday schedule for parent-time under this section.

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins : (a) at the time that school is	Odd years	Even years

	dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.		
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the	Odd years	Even years

	holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July	Even years	Odd years

	25th at 8:30 p.m.		
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years

Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Day of Minor	(1) Holiday begins at 3	Even years	Odd years

Child's Birthday	p.m. (2) Holiday ends at 8:30 p.m.		
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

8. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the mother will have the right to make the final decision.

9. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

10. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the

parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

11. Educational Plan. The child will attend school based on the Mother's residence. Both parents shall be listed on the children's school records and have access to all school records.

12. Communication. The parties shall communicate civilly by text or email as needed and will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange. Communication will be limited strictly to issues regarding the child and/or elements of this Decree of Divorce.

13. The parties adopt and incorporate Utah Code Annotated 81-9-202 the advisory guidelines into this agreement.

14. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of telephone and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time and neither parent can deny the children access to their phone in order to call the other parent.

15. Travel. When the children travels with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached;
- d. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.
- e. Both parties shall have unfettered access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

16. Change of Information: Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

17. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in that is not available online or

through emails of the program. Placing information on a shared calendar or a text message shall constitute notice.

18. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

19. Relocation. In the event either parent moves more than 150 miles from the other parent, the parties will follow the provisions of Utah Code Annotated § 81-9-209.

20. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent.

Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

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

- c. The parties will not use their children to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any children's activity.
- d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise.
- e. Both parties are mutually restrained from harassing, stalking or threatening the other party.
- f. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.
- g. The parties should not consume alcohol to the point of intoxication prior to or during their parent-time with the child, nor should they use or consume any illegal drugs or prescription drugs outside the prescription amounts prior to or during their parent-time.

21. Child Support. For child support, the Mother's gross monthly income is \$2,288 per month. The Father's gross monthly income is imputed to \$2,062 per month. Using the Sole Physical Custody Working, beginning May 15, 2026, the Father shall pay the Mother \$292 in and for child support each month.

- a. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a 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) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.
- b. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

22. Child support shall be paid through the current open case with the Utah Office of Recovery Services and they shall collect any arrearage that may be owing.

23. Father's child support may be recalculated when he receives a disability rating.

24. 2Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with Utah Code §81-6-208.

- a. 3Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children 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. This amount shall be automatically deducted from or added to the children support paid or owed.

b. 4Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. 5The parent who incurs medical and dental expenses may 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 will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children 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 children.

e. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

f. Separate Accounts. According to Utah Code §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated where available.

25. Childcare Expenses. Each parent shall share equally the reasonable work-related child care expenses of the parents.

26. Dependency exemption. Pursuant to Utah Code Annotated § 81-6-210, if the Father is current on his child support obligation by December 31 of the calendar year, the parties will alternate the dependency exemption/tax credit for the minor child with the Mother claiming the child in even years and the father claiming the child in odd.

27. Extracurricular Expenses. The parties shall be required to share equally the costs associated with enrolling the parties' minor children in extracurricular activities. For any such cost, the parties shall agree in writing to incurring the expense. If the parties do not agree to the expense, the party enrolling a child in that activity shall pay all costs associated with the activity and shall not interfere with the other party's parent-time.

28. Alimony. This is a marriage of short duration and neither party is awarded alimony one from another.

29. Property. During the course of the marriage relationship, the parties have acquired certain items of personal property, which should be divided as follows:

- a. Each party shall be awarded their separate personal property.
- b. The parties' personal property shall be divided as the parties' agree including:
- c. The Father shall be awarded the 2014 Mazda 3 Sport as long as he can refinance it in his name within 60 days. If he cannot refinance the debt in his name separately, he must immediately surrender the vehicle to the Mother. The party with the vehicle should pay all costs of licensing, insuring, and maintaining the vehicle including paying taxes and other costs associated with the vehicle separately from the Decree of Divorce forward.

30. Debts. During the marriage, the parties acquired various debts both separately and jointly. It is fair and equitable that the debts be divided as follows:

- a. The Mother shall pay her student loan debts and her debt to Wells Fargo for a credit card.
- b. The Father shall pay the Synchrony credit card debt associated with the parties' computer.
- c. The parties shall share equally the debts to UCCU, Discover and Americas Best Acceptance.

31. Any debts incurred since the parties' separation shall be born separately by the party incurring the debt and the other party should be held harmless therefrom.

32. Pursuant to Utah Code Annotated § 30-3-5(c)(ii), the parties shall notify respective creditors or obliges regarding the division of debts, obligations, or liabilities herein, and the parties' separate, current addresses and refinance any debt that is in the other party's name into their name solely within sixty days from the date the Decree of Divorce is entered

33. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

34. The Mother shall be allowed to restore her maiden name of O'Connor if she chooses.

35. Both parties will complete the divorce education and orientation classes within 14 days.

*******END OF ORDER*******

1. ***THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT THE TOP OF THE FIRST PAGE WHEN SIGNED AND ENTERED BY THE COURT.***

2.

3.

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rule of Civil Procedure 7, the foregoing proposed *Decree of Divorce* will be submitted for signature by the Court at the expiration of seven days from the date listed below, unless written objection is filed with the Court within that time period.

DATED: June 18, 2026

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 18th day of June, 2026, a true and correct copy of the foregoing *Decree of Divorce* was served upon the following via E-Filing to:

Matthew R. Howell
Fillmore Spencer LLC
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Provo, UT 84604
Email: mhowell@fslaw.com
Attorney for Respondent

/s/ Jennifer Rasmussen
Legal Assistant to Jason T. Schow
Attorney for Petitioner