

The Order of the Court is stated below:

Dated: July 30, 2026
05:49:13 PM

/s/ CAMILLE NEIDER
District Court Judge



BURTON LAW FIRM, P.C.
Troy R. Jensen (09017)
3785 Harrison Blvd., Main Floor
Ogden, Utah 84403
Telephone: (801) 393-1106
Facsimile: (801) 393-1107
troy@burtonlawfirmnpc.com

Attorney for Petitioner

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

**IN THE MATTER OF THE
MARRIAGE OF**

DECREE OF DIVORCE

**CORI NICOLE KIRKLAND
MCCONKEY,**

Petitioner,

Case No: 244901541

and

Commissioner: Christina Wilson

CASSIDY OLIVIA MCCONKEY,

Judge: Camille Neider

Respondent.

The Petitioner filed her Petition for Divorce on the 16th day of September, 2024. The Respondent filed her Answer on the 5th day of November, 2024. The Petitioner signed a Stipulation and Settlement Agreement on the 29th day of June, 2026, and Respondent signed a Stipulation and Settlement Agreement on the 30th day of June, 2026. The Court having reviewed the Petitioner's Affidavit of Jurisdiction in Support of the Decree of Divorce, having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby

ORDER, ADJUDGE AND DECREE AS FOLLOWS:

DECREE OF DIVORCE

The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become

CHILD CUSTODY AND PARENT-TIME

1. There have been three (3) children born as issue of this relationship and marriage, to wit: G.B.M., born April 2014, C.A.M., born September 2017, and M.W.M, born September 2019.
2. The parties shall share joint physical and joint legal custody of the minor children. Petitioner's home shall be designated as the primary residence for the purpose of determining the children's school enrollment.
3. Pursuant to Utah Code Ann. § 81-9-203 et seq., the parties shall share joint legal decision-making authority regarding all decisions affecting the minor children, including but not limited to education, non-emergency healthcare, religious upbringing, etc., subject to the following framework:
 - a. Either parent may make emergency decisions regarding the health or safety of the child.
 - b. Day-to-day decisions regarding the care, control, and discipline of the parties' child shall be made by the parent with whom the child resides at the time.
 - c. The parties shall confer in good faith and make reasonable efforts to reach mutual agreement on all major decisions.
 - d. In the event the parties are unable to agree, they shall consult with an appropriate neutral professional in the relevant field and give due consideration to such professional recommendations.

e. If the parties are unable to reach an agreement after consultation with a professional, they shall participate in mediation with a mutually agreed-upon mediator, the cost of which shall be divided equally between the parties unless otherwise agreed.

f. If the parties remain unable to resolve the dispute after mediation, either party may seek appropriate relief from the court.

4. The parties shall exercise parent-time with the minor children during the school year as they are able to agree. However, if they are unable to agree, the parties shall abide by the following parent-time schedule during the school year, beginning on the Monday on or before the first day of the school year each year:

a. Petitioner shall exercise parent-time beginning on Mondays at 7:00 a.m., and ending on Tuesdays at 4:30 p.m.

b. Respondent shall exercise parent-time beginning on Tuesdays at 4:30 p.m., and ending on Wednesdays at 7:00 a.m.

c. Petitioner shall exercise parent-time beginning on Wednesdays at 7:00 a.m., and ending on Saturdays at 9:00 a.m.

d. Respondent shall exercise parent-time beginning on Saturdays at 9:00 a.m. and ending on Mondays at 7:00 a.m.

5. The above-listed parent-time schedule is subject to the following exceptions:

a. During the months of September, October, January, and April, Petitioner shall exercise parent-time beginning on Saturday at 9:00 a.m. and ending on Tuesday at 4:30 p.m. on the fourth weekend of the month.

b. During the month of March, Petitioner shall exercise parent-time beginning on Saturday at 9:00 a.m. and ending on Tuesday at 4:30 p.m. on the second weekend of the month.

6. The school year parent-time schedule ends at 4:30 p.m. on the last day of school before summer break or after the Memorial Day holiday if the holiday is after the last day of school.
7. The parties shall abide by the following parent-time schedule when school is not in session. The summer parent-time schedule shall begin at 4:30 p.m. on the last day of school before summer break or, if the Memorial Day holiday occurs after the last day of school, then at 7:00 a.m. following the Memorial Day holiday, and shall be exercised as follows:
 - a. Weekend parent-time shall begin on Saturday at 9:00 a.m. and shall end on Monday at 7:00 a.m., and the parties shall alternate weekends throughout the summer, with Petitioner exercising parent-time during the first weekend of the summer break.
 - b. Petitioner shall exercise parent-time beginning on Mondays at 7:00 a.m. and ending on Tuesdays at 4:30 p.m.
 - c. Respondent shall exercise parent-time beginning on Tuesdays at 4:30 p.m. and ending on Wednesday at 7:00 a.m.
 - d. Petitioner shall exercise parent-time beginning on Wednesdays at 7:00 a.m. and ending on Saturdays at 9:00 a.m.
8. Additionally, each party shall be entitled to fourteen (14) consecutive days of uninterrupted parent-time during the summer break, subject to the following conditions:
 - a. Petitioner shall have first choice of dates for her uninterrupted summer parent-time during odd-numbered years, and Respondent shall have first choice of dates for her uninterrupted summer parent-time during even-numbered years.
 - b. The party with first choice shall provide written notice of their selected dates to the other party no later than May 15th each year, and the party with second choice shall then have two (2) weeks to select their dates and provide written notice to the other party.

c. If the party with first choice fails to timely select the dates for their uninterrupted summer parent-time by May 15th, the party with second choice may select their dates first. The party who failed to timely select their dates shall then have two (2) weeks to select their dates thereafter or shall forfeit the right to their uninterrupted summer parent-time for that year.

d. Extended parent-time shall not take precedence over or interfere with the exercise of holiday parent-time by the other parent.

9. The parties shall exercise holiday parent-time pursuant to the following:

Holiday	Holiday Time Period	Years Respondent is Granted Holiday	Years Petitioner is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins on Friday at: (a) 7:00 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:00 a.m. on the day after Dr. Martin Luther King Jr. Day.	All Years	No Years
Presidents' Day	(1) Holiday begins on Friday at: (a) 8:00 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at school dismissal the day after Presidents' Day.	No Years	All Years
Spring Break	(1) Holiday begins at 4:30 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7:00 a.m. on the day before school resumes.	Even Years	Odd Years
Memorial Day	(1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 4:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:00 a.m. on the day after Memorial Day.	All Years	No Years
Mother's Day	(1) Holiday begins at 4:30 p.m. on the Friday before Mother's Day. (2) Holiday ends at 7:00 a.m. the day after Mother's Day.	No Years	All Years

Father's Day	(1) Holiday begins at 4:30 p.m. on the Friday before Father's Day. (2) Holiday ends at 7:00 a.m. the day after Father's Day.	All Years	No Years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8:00 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 7:00 a.m. on the day following Juneteenth National Freedom Day.	All Years	No Years
Independence Day	(1) Holiday begins on July 4 th or the day that this holiday is federally observed at 8:00 a.m. (2) Holiday ends on July 5 th or the day after it is federally observed at 7:00 a.m.	All Years	No Years
Labor Day	(1) Holiday begins on Friday at: (a) 8:00 a.m. if the parent is available to be with the minor child; or (b) 4:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:00 a.m. on the day after Labor Day.	All Years	No Years
Fall Break	(1) Holiday begins at 4:30 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7:00 a.m. on the day school resumes.	Even Years	Odd Years
Halloween	(1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community at 4:30 p.m. (2) Holiday ends at 10:30 p.m. on the same day the holiday begins.	Odd Years	Even Years
Veteran's Day	(1) Holiday begins at 8:00 a.m. on Veteran's Day. (2) Holiday ends the day after Veteran's Day at 7:00 a.m.	All Years	No Years
Thanksgiving	(1) Holiday begins at 5:30 p.m. on the day that school dismisses for Thanksgiving break. (2) Holiday ends at 7:30 p.m. on the day before school resumes after Thanksgiving.	Even Years	Odd Years

Winter Break (First Half)	(1) Holiday begins at 8:00 a.m. on the day after school dismisses for winter break. (2) Holiday ends on December 27 th at 3:30 p.m., not including Christmas Day, which is allocated below.	All Years	No Years
Winter Break (Second Half)	(1) Holiday begins on December 27 th at 3:30 p.m. (2) Holiday ends at 8:00 a.m. on the day school resumes.	No Years	All Years
Christmas Day	(1) Holiday begins on December 24 th at 6:00 p.m. (2) Holiday ends at 6:00 p.m. on December 25 th .	Even Years	Odd Years
New Years Day	(1) Holiday begins on December 31 st at 6:00 p.m. (2) Holiday ends at 6:00 p.m. on January 1 st .	Odd Years	Even Years

10. The above-detailed holiday parent-time schedule shall take priority over the regular and summer parent-time schedule.
11. The children shall be permitted to bring their cell phones to both parties' home and call the other parent at reasonable hours.
12. The children shall not be left alone overnight at any time.
13. Transportation to and from parent-time shall be arranged by agreement of the parties. The parties shall communicate in good faith to coordinate transportation in a manner that serves the best interests of the minor children.
14. Unless otherwise agreed, during the school year the parties' regular transportation routine shall be as follows:
 - a. Respondent shall be responsible for transporting the minor children to the receiving parent's residence prior to the start of school on exchange days; and
 - b. Respondent shall be responsible for picking up the minor children at 4:30 p.m. from Petitioner's residence or from the children's school or childcare provider, as applicable.

15. During the summer and for holiday exchanges, the party commencing their parent-time is responsible to pick up and transport the children.

16. The parties may deviate from the above transportation provisions by mutual agreement that is confirmed in writing.

CHILD SUPPORT

17. Petitioner is currently employed and earns a gross monthly income of approximately \$8,833.33.

18. Respondent is currently employed and earns a gross monthly income of approximately \$5,143.50.

19. Based on these figures, a parent-time schedule with 215 overnights for Petitioner and 150 overnights for Respondent, three minor children between the parties, the monthly child support figure that Respondent shall pay Petitioner is \$344.00 per month. This figure shall become effective sixty (60) days after the Decree of Divorce is entered.

20. Pursuant to Utah Code Annotated § 81-7-102(3), Respondent's child support payments shall be due one-half by the 5th and one half by the 20th of each month.

21. Pursuant to Utah Code Annotated § 81-6-213, child support for a minor child shall terminate at the time: (i) the child becomes eighteen years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (ii) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Annotated Title 80, Chapter 7, Emancipation.

CHILD CARE EXPENSES

22. Pursuant to Utah Code Annotated § 81-6-209, both parties shall share equally the work-related childcare expenses of the parties.

23. If either party needs childcare for four (4) hours or more during their parent-time, that parent shall first offer the other parent the opportunity to care for the children. If the other parent declines or is unavailable, the parties shall make reasonable efforts to use family members before a third-party provider.

24. If an actual expense for childcare is incurred, a party shall begin paying their share on a monthly basis immediately upon presentation of proof of the childcare expense. If the childcare expense ceases to be incurred, that party shall suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

25. A party who incurs a childcare expense shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter upon the request of the other party.

26. The party incurring childcare expenses shall notify the other party of any change of childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

EXTRACURRICULAR EXPENSES & SCHOOL FEES

27. The cost of extracurricular expenses and school fees shall be divided as the parties can agree.

28. However, if they are unable to agree, the parties shall equally (50/50) share all extracurricular expenses, so long as they are agreed to in advance and in writing.

29. Further, the parties shall equally (50/50) share all necessary school fees including, but not limited to, school lunches, books, registration fees, uniforms, lunch costs, etc.

30. Either party may sign the minor children up for extracurricular activities that are not agreed to by the other party. If either party elects to do so, such extracurriculars shall not infringe

on the other party's parent-time and shall be at the sole cost of the party who chooses to sign the children up for said extracurricular activity.

31. A party who incurs extracurricular activity or school fee expenses that are to be split shall provide the other party with written verification of the cost within thirty (30) days. The other party shall pay their one-half of the expense within thirty (30) days after receiving the written verification.

HEALTH INSURANCE

32. Pursuant to UTAH CODE ANN § 81-4-406(3) and § 81-6-208, Petitioner shall maintain medical and dental insurance coverage for the minor children and shall be solely responsible for the payment of all premiums associated therewith.

33. The parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the children, and actually paid by a party, including deductibles and co-payments.

34. A party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment. The other party shall pay their one-half of the expense within thirty (30) days after receiving the written verification.

REAL PROPERTY

35. The parties jointly own real property located at 1039 Stowe Drive, Ogden, Utah 84404 (hereinafter "the Marital Home"). Legal Description: ALL OF LOT 4, BLOCK 4, ROLLING HILLS ADDITION NO. 2, OGDENCITY, WEBER COUNTY, UTAH

36. Petitioner shall be awarded the Marital Home as her sole and separate property, subject to the terms set forth herein, and shall refinance or otherwise remove Respondent from any

mortgage, deed of trust, or other encumbrance within ninety (90) days of entry of the Decree of Divorce.

37. The equity in the marital home shall be divided equally, after accounting for the following deductions from the fair market value:

- a. Any outstanding balances on the Home Equity Line of Credit (HELOC) and the primary mortgage with America First Credit Union associated with the property;
- b. Roof repair costs in the amount of \$10,172.00;
- c. Basement repair costs in the amount of \$10,249.00; and
- d. The actual costs of sale and/or refinance, including customary closing costs, not to exceed ten (10%) of the fair market value.

38. The method for determining the fair market value of the Marital Home and resulting net equity shall be as follows:

- a. The appraisal shall be conducted by a neutral appraiser selected by the lender. If the lender does not select an appraiser, the parties shall mutually agree to one.
- b. If the lender does not select an appraiser and the parties cannot agree on the licensed appraiser, then Petitioner shall provide a list of three (3) licensed appraisers and Respondent shall select one from the list within fourteen (14) days. If Respondent fails to select within fourteen (14) days, the Petitioner may select any of the appraisers from her original list.
- c. The deductions set forth above in paragraph 37, shall be deducted from the appraised value of the marital home to determine the net equity. This result shall be divided in half to determine Respondent's equitable interest in the marital home.

39. Following determination of the net equity as set forth above, Petitioner shall pay Respondent her equitable interest payment in an amount equal to one-half of the net equity, after the deductions set forth above, as a buyout of Respondent's interest in the Marital Home. This

payment shall be tendered to the Respondent within ninety (90) days after entry of the Decree of Divorce or within seven (7) days of completing the refinance whichever occurs first.

40. Respondent shall execute a Quit Claim Deed or other necessary documents to transfer any interest in the Marital Home to Petitioner within fourteen (14) days of receipt of her equitable interest payment.

41. Until such time as the refinance is completed, Petitioner shall be solely responsible for all mortgage payments, taxes, insurance, utilities, and maintenance associated with the Marital Home and shall indemnify and hold Respondent harmless therefrom.

42. In the event Petitioner is unable to refinance the Marital Home within the timeframe set forth above, the Marital Home shall be listed for sale and sold, and the net proceeds shall be divided equally between the parties after payment of deductions as set forth above.

PERSONAL PROPERTY

43. Petitioner shall be awarded the Ford Fiesta vehicle, free and clear of any claim from Respondent, now or forever.

44. Respondent shall be awarded the Toyota Highlander vehicle, free and clear of any claim from Petitioner, now or forever.

45. Any other joint personal property, furnishing, décor, etc. has already been divided and shall remain in the parties' possession as has already been divided.

46. Both parties shall cooperate to effectuate the transfer of the joint personal property, including retitling, refinancing, etc. within sixty (60) days of the entry of the Decree of Divorce.

FINANCIAL ACCOUNTS

47. The parties' joint financial accounts have already been divided and closed.

48. Except as otherwise provided herein, each party shall be awarded and shall retain, as their sole and separate property, all financial accounts held in their individual name, free and clear of any claim from the other party.

RETIREMENT AND RELATED ASSETS

49. Petitioner shall retain as her sole and separate property the retirement account(s) held in her name, including all balances, earning, interest, gains, losses, and accruals thereon, free and clear of any claim by Respondent. Petitioner is responsible for any loan incurred against these accounts.

50. Respondent shall retain as her sole and separate property all retirement accounts, pensions, IRAs, 401(k)s, and other retirement benefits held in her name, including all balances, earnings, interest, gains, losses, and accruals thereon, free and clear of any claim by Petitioner. Respondent is responsible for any loan incurred against these accounts.

51. Except as otherwise provided herein, each party is awarded any retirement benefits currently in their respective name, free and clear of any claim by the other party.

DEBTS

52. Except as otherwise expressly provided herein, each party shall be solely responsible for any debts incurred in their individual name. Additionally, any debts incurred after October 1, 2024, shall be the sole responsibility of the party who incurred the debt, regardless of the nature of the obligation, unless otherwise specifically allocated herein.

ALIMONY

53. Neither party shall be awarded alimony now or forever.

TAXES

54. The parties shall file their 2026 federal and state income tax returns individually. Thereafter; the parties shall each share the tax credit for the minor children as follows:

- a. Petitioner shall claim G.B.M., born April 2014 in odd-numbered tax years and Respondent shall claim G.B.M., born April 2014 in even-numbered tax years.
- b. Petitioner shall claim C.A.M., born September 2017 in even-numbered tax years and Respondent shall claim C.A.M., born September 2017 in odd-numbered tax years.
- c. Petitioner shall claim M.W.M., born September 2019 in odd-numbered tax years and Respondent shall claim M.W.M., born September 2019 in even-numbered tax years.

ATTORNEY FEES AND COURT COSTS

- 55. Each party shall pay their own attorney fees and court costs related to this case.

MISCELLANEOUS

- 56. At her option, Petitioner shall be able to take her maiden name, family name, or any other name shall she so choose.
- 57. Each party is ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce entered by the court.
- 58. The parties agreed that their Stipulation resolves all remaining issues of the parties' real property, financial accounts, vehicles, life insurance accounts, assets, and debts/obligations.
- 59. The parties shall sign all documents necessary to comply with the Decree of Divorce within sixty (60) days from the entry of the Decree. If a party fails to sign a document within sixty (60) days, the other party may ask the court to appoint someone to sign the document.

--END OF ORDER--

Signed as indicated at the top of page one

DATED this 20th day of July, 2026.

Approved as to form and content:

/s/ Rand Lunceford
Rand Lunceford

Attorney for Respondent
[signed with permission granted by email on 7-20-26]

RULE 7 NOTICE TO RESPONDENT

Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, the foregoing will be submitted for signature at the expiration of seven (7) days (and an additional seven (7) days if mailed by post) unless written objection is filed within that time period.

Dated July 14th 2026

/s/ Troy R. Jensen
Attorney

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of July, 2026, I sent a true and correct copy of the forgoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Rand Lunceford	x	Email
Attorney for Respondent		

/s/ Livi Davenport
Paralegal