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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: NICHOLAS KELLY CALL, Petitioner, and SAVANNA MARIE CALL, Respondent.	DECREE OF DIVORCE Case No.: 254902201 Honorable Judge: Cristina Ortega 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 29, 2025. Respondent filed an Answer and Counter Petition on February 12, 2026. The parties have 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 from one another based on the grounds of irreconcilable differences.

Provisions Relating to Child Custody and Parent-time

2. The parties are awarded the joint legal and joint physical custody of the minor child under a 50-50 equal time-sharing arrangement, in accordance with the terms of Parenting Plan contained herein:

- a. Respondent will exercise parent-time each week from Sunday at 7:00 p.m. through Tuesday at 7:00 p.m.
- b. Petitioner will exercise parent-time each week from Tuesday at 7:00 p.m. through Thursday at 7:00 p.m.
- c. The parties will alternate weekends based on Petitioner's work schedule (off Fridays).
 - i. On weeks where Petitioner is off work on Friday, his parent time will run continuously from Tuesday at 7:00 p.m. through Sunday at 7:00 p.m.
 - ii. On weeks where Petitioner works on Fridays, Respondent's parent time will run continuously from Thursday at 7:00 p.m. until the following Tuesday at 7:00 p.m.
- d. All pick-up and drop-off of the minor child shall occur as the parties can agree. If they cannot agree, the parent whose parent time is beginning will pick the child up at 7:00 p.m. from the other parent's residence;

- e. Petitioner and Respondent should follow the statutory holiday schedule contained in U.C.A. § 81-9-302, with the exception of extended summer parent time, which is addressed in sub-paragraph (f) below. Respondent will be designated as the non-custodial parent and Petitioner will be designated as the custodial parent, solely for purposes of the rotating holiday schedule. The parties acknowledge and understand that holiday parent time takes precedence over the regular rotating parent time schedule, that the regular rotating parent time schedule will not change due to either party exercising holiday parent time, and that this will sometimes result in a party having the child for several weekends in a row
- f. Unless the parties agree otherwise, Christmas holiday parent time will be set as follows:
 - i. Petitioner receives December 24th until 9:00 p.m.;
 - ii. Respondent receives December 24th beginning at 9:00 p.m. until December 25th at 12:00 p.m.; and
 - iii. Petitioner receives December 25th at 12:00 p.m. until 7:00 p.m.; and
- g. Each year, a parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.
 - i. In years ending in an even number, Respondent will have first choice of timeframes for the two consecutive weeks of parent time, and she may elect her dates anytime prior to May 1st, after which Petitioner may elect

his dates anytime after May 1st.

- ii. In years ending in an even number, Petitioner will have first choice of timeframes for the two consecutive weeks of parent time, and he may elect his dates anytime prior to May 1st, after which Respondent may elect her dates anytime after May 1st.

PARENTING PLAN

- 3. **Restraining Orders:** The parties are mutually restrained from the following:
 - a. saying anything demeaning or derogatory about the other party, the other party's significant other, or extended family members to, or in the presence of, the minor child, and the parties shall remove the child from the presence of third parties engaged in such conduct;
 - b. discussing the legal issues with, or in the presence of the minor child, and the parties shall remove the child from the presence of third parties who engage in such conduct;
 - c. using the child as messengers or couriers of information between the parties; and
 - d. bothering, harassing, stalking, or otherwise annoying the other party.
- 4. Routine and emergency decisions affecting the minor child should be made by the party caring for the child at the time. Any emergency decisions made should be immediately communicated to the other party.

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5. When a major decision needs to be made for the child in the area of medical care, education of the child or religious upbringing of the child, the parents will discuss the issue with one another and will consider the other parent's point of view. If the parents are not able to resolve the issue by discussing the issue, they may seek the advice of a professional in the area of the dispute and will attend the meeting together to ensure they both hear the same information. If after meeting with a professional they are not able to resolve the issue, Respondent should have the presumptive final decision-making authority, subject to Petitioner's right to bring the matter before the Court if he believes that Respondent's decision is not in the best interests of the minor child.

6. In the event that future disputes arise with respect to the terms of the parties' Parenting Plan or the terms of the Decree of Divorce, the parties shall attempt to resolve the dispute through mediation prior to bringing the matter before the court. The parties should equally share the cost of any mediation contemplated by this paragraph.

7. Respondent's residence shall be deemed the child's home residence for purposes of determining the school that the child will attend.

8. The provisions contained in Utah Code Annotated § 81-9-202 (Advisory Guidelines) should be binding on the parties.

9. The parties shall make special consideration to allow the child 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 that may inadvertently

conflict with the parent-time schedule, so long as the parent requesting this special consideration will also be in attendance at the event.

10. Each parent shall be ultimately responsible for keeping himself or herself advised of athletic and social events in which the child participates. The parties should make a good faith effort to notify each other 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 should be entitled to attend and participate fully.

11. Both parents shall have access directly to all school reports and medical records and should be notified immediately by the other parent in the event of a medical emergency.

12. Within twenty-four (24) hours of any changes, both parties should provide the other with their current home and work address, cell phone numbers, and their email addresses.

13. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of telephone and mail privileges, and/or e-mail, text and virtual parent-time, if the equipment is reasonably available.

14. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of both parents. Each parent should provide the other parent with the name, current address, and telephone number of all surrogate care providers.

15. Each parent shall have the right and responsibility to ensure that the child attend school and other scheduled activities while in that parent's care. Unless mutually agreed in advance, activities shall not be scheduled to unreasonably interfere with the other parent's parent time with the child.

16. Each parent shall exert every reasonable effort to maintain free access and unhampered contact and communication between the child and the other parent, and to promote the emotions of affection, love, and respect between the child and the other parent. Each parent shall refrain from words or conduct, and shall discourage other persons from uttering words or engaging in conduct, which would have a tendency to estrange the child from the other parent, to damage the opinion of the child as to the other parent, or which would impair the natural development of the child's love and respect for the other parent.

17. Neither parent shall use the child, directly or indirectly, to gather information about the other parent or take verbal messages to the other parent.

18. Whenever the child will be away from home with a parent for a period of 72 consecutive hours or more (for purposes of vacation, out of town travel, and the like), the traveling parent should be required to provide to the other parent a travel itinerary and telephone numbers where the child can be reached.

19. First Right of Refusal. Each parent will have the first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

20. In the event that either party moves more than 149 miles from the residence of the other parent, the parties shall follow the provisions contained in Utah's Relocation Statute, codified at U.C.A. § 81-9-209.

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21. Both parties shall be prohibited from consuming alcohol to the point of intoxication prior to or during their parent time with the child, and the parties shall also be prohibited from using or consuming any illegal drugs or prescription drugs outside the prescription amounts prior to or during their parent time with the child.

END OF PARENTING PLAN

Provisions Relating to Child Support:

22. The Petitioner works full time and earns \$8,146.00 gross per month.

23. The Respondent works part time, but for purposes of child support, Respondent stipulates to being imputed with income in the amount of \$1,600.00 gross per month.

24. Based on the parties' incomes, and the custody schedule set forth above, Petitioner shall pay child support to the Respondent in the amount of \$350.00 per month in accordance with the Utah Child Support Act, starting with the month of May 2026. Petitioner shall pay this amount through the month March 2027. On March 15, 2027, the parties will exchange their current paystubs reflecting year-to-date income earned through that date, and the parties will agree on a new amount of child support at that time based on the custody schedule set forth herein and based on their gross monthly incomes as reflected on their paystubs. The new child support amount will take effect starting with the month of April 2027.

25. The child support obligation of both parents shall continue until the month after the child becomes 18 years of age, or until the month after the child's normal and expected date(s) of graduation from high school, whichever occurs later.

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26. Unless otherwise mutually agreed, child support shall be payable one-half by the 5th day of each month and one-half by the 20th day of that month. Child support due and not paid by the 5th day of each month shall be deemed delinquent on the 6th day of the month. Child support due and not paid by the 20th day of each month shall be deemed delinquent on the 21st day of the month.

27. Either party shall be entitled to establish an account with the Office of Recovery Services (“ORS”) for the purpose of collecting, enforcing and modifying child support. All administrative fees and costs of income withholding assessed by the Office of Recovery Services should be paid by the party who requests the services of ORS.

28. Both parties shall be equally responsible for any education or school costs associated with the minor child, as well as any costs associated with extracurricular activities in which the minor child participates, so long as the parties agree in writing to the child’s participation in such extra-curricular activities. Further, in the event that a parent enrolls the child in any extracurricular activities that the other parent does not agree to in writing, the enrolling parent will be solely responsible for the costs, and the activity may not interfere with the other parent’s parent time, as the other parent will have no obligation to support the activity or to ensure the child’s attendance.

Provisions Relating to Health Care Expenses and Insurance:

29. Petitioner is currently providing healthcare insurance for the child through his employer-sponsored healthcare plan. Petitioner shall continue to cover the child on this plan so

long as it remains available to him at a reasonable cost through his employer, with Petitioner solely responsible for paying the monthly premiums for the plan.

30. If, at any point in time, the 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.

31. If a parent remarries and his or her dependent child are not covered by the parent's health, hospital or dental insurance plan but are 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 should retain the same designation as the primary or secondary plan of the dependent child.

32. The term "health care expenses" shall include, but not be limited to: medical, dental, orthodontic, optical, prescription, mental health care / therapeutic expenses, etc., for the child.

33. The parties shall share equally all out-of-pocket health care expenses for the child, including, but not limited to, the child's deductibles, copayments, and all other reasonable and necessary uninsured health care expenses.

34. The parent who incurs out-of-pocket expenses shall be required to provide, to the other parent, written proof of the cost of said expenses and proof that payment was made, within thirty (30) days of the date when payment was made. The other parent shall be required to remit his or her portion of said expenses to the parent who incurred the expenses within 30 days of receiving written proof of the cost and proof that payment was made.

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35. If the parent providing insurance coverage, or incurring an uncovered expense, fails to comply with the requirements listed above, he or she should be denied the right to receive credit, or demand payment, for any expenses incurred more than thirty (30) days prior to the date when all required information and documentation is provided.

Provisions Relating to Childcare Expenses

36. Both parties shall share equally all reasonable work-related child care expenses.

37. If an actual expense for child care is incurred, a parent shall begin paying the parent's share on a monthly basis immediately upon presentation of proof of the child care expense.

38. If the child care expense ceases to be incurred, the parent may suspend making monthly payment of that expense, while the expense is not being incurred, without obtaining a modification of this order.

39. A parent who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days after the day on which the change occurred.

Provisions Relating to Taxes

40. The parties shall share equally the tax benefits and credits attributable to the minor child, with Petitioner claiming the minor child in even-numbers tax years and Respondent claiming the minor child in odd-numbered tax years. Petitioner's right to claim the child on his taxes in any given year shall be contingent on Petitioner being 100% current on his child support obligation

as of December 31st of the tax year in question. If he is not fully current as of December 31st in any given year, the right to claim the child for that tax year will revert to Respondent.

Provisions Relating to Alimony

41. In view of the global property settlement terms contained herein, Respondent waives her claim for alimony in this case. Thus, no alimony shall be awarded to either party – not now, and not in the future.

Provisions Relating to Real Property

42. Prior to the marriage, in January 2017, Petitioner purchased real property located at 2071 W. 4225 S., Roy, Utah 84067. Respondent moved into the home in March 2017, and the parties resided in the home together with the minor child until Petitioner moved out on May 1, 2026. The parties agree that from the date of this Agreement until March 31, 2027, Respondent will reside in the home and will have exclusive use and possession of the home. Petitioner will continue to pay the mortgage, utilities, and internet related to the home through the month of March 2027. Petitioner will have reasonable access to the home, including for OctoBall storage, with at least 72 hours advance notice given to the Respondent. Respondent will vacate the home no later than March 31, 2027, after which Petitioner will have sole use and possession of the home and will be awarded the home free and clear from any claim of the Respondent. Within three (3) days after Respondent moves out of the home, Petitioner will pay Respondent the sum of \$3,000.00. This is part of the parties' global financial settlement of the claims and issues raised by both parties in this case.

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Provisions Relating to Business

43. Petitioner should be awarded 100% ownership of OctoBall and Calling It Done LLC, free and clear of any claim from the Respondent. Petitioner shall be solely responsible for any debts or obligations related to these businesses, and will hold Respondent harmless from any potential obligations or liabilities related to these businesses.

Provisions Relating to Personal Property and Financial Accounts

44. The parties shall follow the following terms regarding the division of personal property acquired by the parties during the marriage:

- a. Petitioner shall retain the 2013 Lexus and 2006 Ford F-350 and shall remain solely responsible for any debt associated with those vehicles.
- b. Petitioner shall retain the 2020 Kubota and 2008 Toy Hauler free and clear of any claim by Respondent.
- c. Respondent shall retain the 2005 Nissan Altima free and clear of any claim of the Petitioner.
- d. Respondent shall retain her personal clothing, jewelry, personal effects, and personal belongings. The furniture, furnishings, appliances, household goods, décor, and housewares currently in the marital residence shall remain with the residence and shall not be removed except by agreement of the parties.
- e. Except as otherwise specifically provided herein, each party shall retain the personal property currently in his or her possession free and clear of any claim by the other party

45. Both parties are awarded all checking, savings, or money market accounts listed in their individual names. The parties are not aware of any joint bank accounts as of the date of this Agreement.

Provisions Relating to Retirement / Investment Accounts

46. Respondent shall be awarded the sum of \$38,000.00 from Petitioner's Thrift Savings Plan, which shall be effectuated through entry of a Qualified Domestic Relations Order ("QDRO"), with the plan administrator segregating the \$38,000.00 and depositing into an account in Respondent's name after entry and receipt of the QDRO from the Court. The parties will equally share in the costs and attorney fees associated with obtaining the QDRO and effectuating Respondent's receipt of the \$38,000.00 as provided herein.

47. Petitioner shall take out a loan in the amount of \$50,000.00 from the Thrift Savings Plan and pay Respondent the \$50,000.00 cash no later than June 15, 2026. This is part of the parties' global financial settlement of the claims and issues raised by both parties in this case

Provisions Relating to the Allocation of Debts

48. The parties are unaware of any joint debts or marital debts existing as of the date of this Agreement. Each of the parties should be solely responsible for paying any debts listed in his or her individual name.

Miscellaneous Provisions

49. Respondent shall be restored use of her former maiden name, if she so chooses.

50. The parties are duly ordered to execute and deliver all documents necessary to effectuate the terms in the Decree of Divorce.

51. Both parties shall be responsible to pay their own attorney's fees.
52. Both parties shall be permanently restrained from annoying, bothering, or harassing each other at any time and at any place.
53. In the event that either party fails to perform his or her obligations under the Stipulation and Settlement Agreement or under the Decree of Divorce, such person shall be required to pay all costs and attorneys' fees of the other party incurred in enforcing the terms of the Stipulation or the Divorce Decree.

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

Approved As To Form:

/s/ Nicholas Kelly Call

Nicholas Kelly Call

Petitioner

(Signed by counsel with email permission from Nicholas Kelly Call)

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 9, 2026

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of June, 2026, I caused a true and correct copy of the foregoing *Decree of Divorce* to be served upon the following via email:

Nicholas Kelly Call
2071 W. 4225 S.
Roy, UT 84067
Email: nick2call55@gmail.com
Petitioner

/s/Jason T. Schow
Attorney for Respondent