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IN THE SECOND JUDICIAL DISTRICT COURT COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT	
IN THE MATTER OF THE MARRIAGE OF: JASON DANIELS and MONICA DANIELS	DECREE OF DIVORCE Case No.: 254902117 Judge: Cristina Ortega Commissioner: Brandon Richards

COMES NOW, Petitioner, Jason Daniels [“Jason”] having filed a *Stipulated Petition for Divorce* [“Stipulated Petition”] against Respondent, Monica Daniels [“Monica”]; the parties having attended mediation on July 3, 2025 and entering into a *Stipulation and Property Settlement Agreement* [“Agreement”] intending to resolve all issues relevant to the Stipulated Petition; **and the Court having previously entered its written Findings of Fact and Conclusions of Law;**

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED AND DECREED AS FOLLOWS

1. **DIVORCE**: That the parties are granted a *Decree of Divorce* [“Decree”] on the grounds of irreconcilable differences the same to become final upon entry.

2. **CHILD**: This Decree petition pertain to the following child born to the parties to-wit: Sierra Skye Daniels, born October 21, 2010, and Bryson Lee Daniels, born March 29, 2015 [hereinafter individually referred to as “SSD” and “BLD”, respectively, and/or collectively referred to as “child” or “children” regardless of singular or plural]
3. **CUSTODY AND PARENT-TIME**:
- a. **Legal custody**. The parties are awarded joint legal custody of the child as outlined in the Parenting Plan section herein.
 - b. **Physical Custody**. The parties are awarded physical custody of the child consistent with Utah Code Annotated [“Utah Code”] § 81-9-302 and the Parent-time Schedule outlined herein below.
 - c. **PARENT-TIME SCHEDULE**: That the parties shall exercise parent-time with the child as they can agree. If the parties cannot agree, they shall exercise parent-time, as follows:
 - i. **Alternating Weekends**. That the parties shall alternate weekends beginning on Friday, upon picking up the child from school or at 6:00 p.m. if there is no school, and end on Sunday at 7:00 p.m.
 - ii. **Mid-week**. That Monica is entitled to one weekday visit on Wednesday, beginning upon picking up the child from school or at 5:30 p.m. if there is no school, and ending at 8:30 p.m.

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iii. Holidays. That the parties shall alternate holidays, as follows:

Even Years	Odd Years	Holiday and Time
Jason	Monica	Martin Luther King Jr. Holiday Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Monica	Jason	President's Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Jason	Monica	Spring Break 6:00 p.m. on the day that school is dismissed for Spring Break until 7:00 p.m. on the day before school resumes
Monica	Jason	Memorial Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Monica	Monica	Mother's Day 9:00 a.m. to 7:00 p.m. on the holiday
Jason	Jason	Father's Day 9:00 a.m. to 7:00 p.m. on the holiday
Monica	Jason	Juneteenth 6:00 p.m. on the day before Juneteenth National Freedom Day if the day before is not Father's Day; or, 9:00 a.m. on Juneteenth if the day before is Father's Day. The holiday period ends at 6:00 p.m. on the day following Juneteenth.
Jason	Monica	July 4th July 3rd at 6:00 p.m. until July 5th at 6:00 p.m.
Monica	Jason	July 24th July 23rd at 6:00 p.m. until July 25th at 6:00 p.m.
Jason	Monica	Labor Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Monica	Jason	Columbus Day 6:00 p.m. the day before the holiday until 7:00 p.m. on the holiday.
Jason	Monica	Fall Break 6:00 p.m. on the day that school is dismissed for Fall Break until 7:00 p.m. on the day before school resumes.
Monica	Jason	Halloween October 31st or the day that Halloween is traditionally celebrated in the local community, from the time school is dismissed or 4:00 p.m. if there is no school, until 9:00 p.m. on the same day the holiday begins.
Jason	Monica	Veteran's Day 6:00 p.m. the day before the holiday until 7:00 p.m. on the holiday.
Monica	Jason	Thanksgiving beginning when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Jason	Monica	First Half of Christmas Vacation , including Christmas Eve and Christmas Day beginning when school is dismissed for the holiday until December 27th at 7:00 p.m.
Monica	Jason	Second Half of Christmas Vacation , December 27th at 7:00 p.m. until the day before school resumes at 7:00 p.m.
Jason	Monica	The day before or after child's birthday from 3:00 p.m. until 9:00 p.m.
Monica	Jason	Child's actual birthday from 3:00 p.m. until 9:00 p.m.

- iv. Summer Parent-time. Jason is entitled to two uninterrupted weeks of summer parent-time with the child and Monica is entitled to four weeks of summer parent-time; two weeks uninterrupted and two weeks interrupted. The parties shall provide their days for summer parent-time by April 1 of each year. If there is a conflict in the days selected by the parties, Jason's selected days for summer parent-time shall take priority in even years and Monica's selected days for summer parent-time shall take priority in odd years.
 - v. Relocation. A party moving more than 150 miles from the child's current primary residence shall comply with Utah's relocation statute, Utah Code § 81-9-209 [2024].
 - vi. Out of State/Country Travel. The parties shall discuss and mutually agree on any out of state or country travel and provide the other party with an itinerary of where the child will be and contact information for emergencies. The parties agree to fully cooperate with each other if the child requires a passport for out of the country travel.
4. **PARENTING PLAN**: The following parenting plan shall govern the parties to-wit:
- a. Communication. Communication between the parties shall be polite, civil, and mostly pertain to issues regarding the minor child.
 - i. Unless agreed upon otherwise, the parties shall communicate through the parenting app "Our Family Wizard" ["OFW"]. Each party shall pay their own

cost associated with his/her use of the OFW, if necessary. If either cannot afford OFW, they shall continue to utilize “AppClose” [“App”]. Communication through the OFW or App, as relevant, shall be polite, civil, and pertaining to issues regarding the minor child only. In the case of an emergency involving the minor child, a text or phone call shall be appropriate;

- ii. The parties shall notify the other parent of injury or illness as soon as reasonably possible involving the minor child and provide a truthful assessment of such, to the best of their ability;
- iii. The parties shall provide each other with the names and telephone numbers of those who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals/individuals;
- iv. As a courtesy, if information is requested from one party to the other, the parties shall openly share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc. regarding their child—recognizing each parties individual responsibilities outlined herein and that neither parent is the other's secretary;
- v. Neither party shall attempt to influence the child’s preference or desire for parent-time with either parent;
- vi. The parties shall notify the other of any change of address, email address, cell phone number and telephone number within twenty-four [24] hours of the change;

- vii. The parties agree to work together in a reasonable manner to accommodate each other and to provide the minor child consistency and stability;
- viii. Each parent shall give special consideration to make the minor child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with their parent-time schedule. Neither party shall be obligated to give up their parent-time and if a party desires special consideration be given in their favor, it is expected that make-up parent-time will be provided to the party sacrificing parent-time, if requested by such party;
- ix. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication/virtual parent-time with the minor child. The parent with the minor child in his/her care will not interfere with the virtual parent-time or deny access to communication with the minor children. The minor child may initiate contact with either parent at any time and neither parent will block the minor child's access to communicate with the other parent;
- x. The parties shall not put the child in the middle of their disputes or disagreements;
- xi. The parties will not discuss with the minor child, or in the minor child's presence, adult issues, including the parties' legal proceedings in this matter or financial related issues of the parties;

- xii. The parties shall not use the minor child as a messenger to relay information between one another regarding custody or parenting issues;
 - xiii. The parties shall maintain safe and appropriate sleeping and living accommodations for the minor child;
 - xiv. Each party will have adequate clothing for the minor child at his/her residence;
 - xv. The minor child shall freely bring his belongings from one parent's residence to the others residence;
 - xvi. Neither parent should question the minor child about the other parent's activities, personal relationships or how the other parent spends his/her time or money;
 - xvii. The parties will not ask the minor child to keep secrets from the other parent;
 - xviii. Each parent shall be supportive and respectful of the other parent in the presence of the minor child;
 - xix. Both parties should be restrained from saying or doing anything that would tend to diminish the minor child's love and affection for the other parent. 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 minor child; and
 - xx. Communication regarding the minor child shall be directly between the parents and shall not involve third parties.
- b. Access to Information. The parties will each have access to information pertaining to their child, as follows:

- i. Both parties will be listed on and have access to the minor child's school, church, medical and other records; both parties shall be included as the parents on such records. As joint legal custodial parents, it is the responsibility of each parent to contact the minor child's school administrators, teachers, coaches, doctors, dentists, church leaders, etc. to establish their own relationship with such individuals and be put on notice of significant school, social, sports, and community functions in which the minor child is participating or being honored. Both parties shall be entitled to attend and participate fully notwithstanding their respective parent-time. Notwithstanding, if one parent receives notice of an event that the other parent would not have access to obtaining, the party receiving said notice shall notify the other parent within twenty-four [24] hours of having received said notice;
 - ii. The parties shall each obtain their own information regarding the minor child's school work, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information; and
 - iii. For emergency purposes, whenever the minor child travels overnight or longer, the parent arranging the trip shall provide the other parent with an itinerary of travel dates, destinations, and places where the minor child can be reached.
- c. Decision Making. The parties shall each have authority to make decisions as follows:
- i. Minor Decisions: The parties shall each be authorized to make minor, day-to-day, decisions during their respective parent-time.

ii. Major Decisions: The parties will work together, in good faith, to collectively make major decisions, as follows:

- A. The parties shall give good faith consideration to the views of the other;
- B. If the decision involves medical or schooling issues, they will seek input from treating physicians/educators. Both shall be provided with the input;
- C. If the parties cannot agree after making a good faith effort to come to an agreed upon decision, they shall utilize the recommendation of the treating physician/educator to guide the decision but Jason shall have the authority to make a preliminary decision that shall be communicated to Monica.
- D. If Monica believes that the decision is contrary to the best interests of the child, she shall have the right to seek review thereof through the court. In so doing, there shall be a burden to demonstrate that the decision is contrary to the child's best interest(s)—meaning it shall not be sufficient to simply demonstrate that an alternative decision may also have been in the interest of the child.

d. Environment.

- i. Each parent shall ensure that the child maintains proper personal hygiene during their respective parenting time. This includes, but is not limited to: regular bathing, to maintain appropriate cleanliness and health; proper dental hygiene, such as brushing their teeth at least twice daily and floss regularly, with assistance or supervision as needed; grooming (i.e., hair shall be brushed and

maintained, and fingernails and toenails shall be trimmed as needed); and the child shall wear clean and weather-appropriate clothing. Each parent agrees to communicate any significant hygiene concerns to the other parent in a timely manner and work cooperatively to address recurring issues affecting the child's health or well-being.

- ii. In the interest of safeguarding the child's health and well-being, particularly in relation to the child's health history, the parties agree as follows:
 - A. The parties shall following the recommendations of the child's healthcare physicians during their respective parent-time to ensure the child's health related needs are being met;
 - B. Either parent shall have the right to speak with the child each night before bed during the other's parent-time if requested;
 - C. Health Monitoring Devices: The parties shall utilize a medically appropriate remote health monitoring device [such as an Apple Watch, medical-grade seizure alert monitor, or similar technology] to monitor the child's vital signs—including heart rate and/or movement—during overnight periods with the other parent or other times when seizure activity may be of concern. The child shall wear such monitoring device during parent-time with either party. Neither parent shall unreasonably interfere with the device's use or operation while in their care; and

- D. Any health related concerns or incidents of concern shall be promptly and reasonably communicated to the other parent.
- e. School. Until otherwise agreed upon by the parties, the minor child shall continue attending their current school and remain in their current school district.
- i. The party with the minor child in his/her care shall be responsible for ensuring the minor child's homework is complete, in bed at a reasonable hour on school nights, and is transported to and from school on time;
 - ii. The parties will equally divide all reasonable and necessary school registration and school fees for the minor child. Proof of payment shall be provided by the party incurring the cost to the other party within thirty [30] days of the payment with reimbursement to take place within the following thirty [30] days.
 - iii. To consider changing the child's school, the parties shall utilize the dispute resolution process below if they disagree; and
 - iv. Both parents shall have access to the minor child during school hours and the authority to check the minor child out of school during his/her custodial time for emergency purposes or necessary appointments.
- f. Mutual Restraining Order. Both parties shall be bound by the following mutual restraints:
- i. Neither party shall make disparaging or derogatory remarks to one another, the minor child, or any third-party in the minor child's presence, either verbally, in writing or otherwise;

- ii. Both parties are mutually restrained from annoying, stalking, harming, harassing or threatening the other party;
 - iii. The parties shall not enter the residence of the other party without permission from that party;
 - iv. Each party is restrained from posting any stories, pictures, or statements about the other party on any social media sites that is deemed to be disparaging, derogatory, or diminishing of the other's character. If any posts are made that are reasonably interpreted by the other to violate the foregoing, such shall be removed upon request by the other;
 - v. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his/her best efforts to prevent third parties from such violations, or shall remove the minor child from such circumstances wherein they will be exposed to such.
 - vi. Notably, as used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not.
- g. Extracurricular Activities. The parties will equally divide the cost of extracurricular activities for the minor child so long as the parties have mutually agreed to the activity in writing prior to the minor child being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the minor child in the activity to the other party within thirty [30]

days of the payment with reimbursement to take place within the following thirty [30] days. Any party unilaterally enrolling the minor child in extracurricular activities will do so at their own expense and ensure the activity will not interfere with the other party's parent-time; however, this will not prevent either party from attending the extracurricular activity.

h. Collection And Billing For Expenses Of Minor Children. Pursuant to Utah Code § 15-4-6.7, collection and billing pursuant to court or administrative order of child support:

i. When a court or an administrative agency enters an order that provides for the payment of medical and dental expenses of a child as described in Section 26B-9-224 or 81-6- 202, a provider who receives a copy of the order:

A. At or before the time the provider renders medical or dental services to the child, and upon request from a parent, shall separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

B. Within 30 days after the day on which the provider renders the medical or dental service to the child, may not:

a. make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or

- b. make a negative credit report under Section 70C-7-107, or a 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 the share of the medical and dental expenses that the parent is required to pay under the order.
- ii. When a court enters an order that provides for the payment of school fees of a child in a separate maintenance action under Section 81-4-204 or in a divorce action under Section 81-4-406:
 - A. a provider, who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request from a parent, shall separately bill each parent for the share of the school fee that the parent is required to pay under the order;
 - B. a provider, who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee, may not make a negative credit report under Section 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 the share of the school fee that the parent is required to pay under the order; and
 - C. each parent is liable only for the share of the school fee that the parent is required to pay under the order.

- iii. A provider may bill a parent for the parent's share of a child's school fee under an order described in Subsection [2][a] regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee.

2. **CHILD SUPPORT:**

- a. Incomes and Base Child Support Calculations. That for child support purposes Jason's gross monthly income is imputed at \$7,573 and Monica's gross monthly income is imputed at \$3,467. That based on the child support calculator worksheet, Monica's child support obligation shall be \$565.

3. **HEALTH INSURANCE:**

- a. Code. The child shall continue to be covered under the current health insurance that was had at the time of this Agreement, as it is available through their employment [Utah Code §78B-12-111].
- b. Apportionment of Medical Insurance Premium. Each party shall be responsible for their own medical, dental, and vision insurance premiums on behalf of the child.
- c. Out-of-Pocket Costs. Each party shall pay one-half of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the child.
- d. Reimbursement. The party who incurs health care expenses shall provide written verification of the cost and payment to the other party within 30 days of payment. The other party shall reimburse their one-half within 30 days of receipt of the verification.

- e. Compliance. The party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the party incurring the expenses fails to comply with this section.
- 4. **CHILD RELATED INCOME TAX DEDUCTIONS**: That Jason is awarded the right to claim BLD and Monica is awarded the right to claim SSD.
 - a. That upon the emancipation of a child the parties shall alternate claiming the remaining child, with Jason claiming the child in even years and Monica claiming the remaining child in odd years.
 - b. The parties have the right to purchase the deductions from each other for the value it would have provided and shall fully and promptly cooperate one with another. The parties shall exchange their W-2's by February 15th of every year and make their decision, in writing, by March 15th of every year.
- 5. **REAL PROPERTY**: That the division of any jointly owned real property shall be divided consistent with Nuptials, as outlined below.
- 6. **NUPTIALS**: That consistent with the parties' *Prenuptial Agreement*, entered into on March 10, 2014, and a *Post Nuptial Agreement*, entered into on April 25, 2024 [collectively referred to herein as the parties' "Nuptials"], Jason is awarded the following:
 - a. TSP. That Jason's Thrift Savings Plan ["TSP"], Acct. No. 3003502825743, is considered a non-marital asset and Jason is awarded his TSP in its entirety;

- b. Pre-Marital Debts. That any individual debts acquired by the parties prior to their marriage shall be their individual responsibility. Accordingly, each party shall indemnify and hold the other harmless for any such debts.
- c. The Home. The home and real property located at 1353 N 200 E Harrisville, Utah 84404 [the “Home”], is considered a non-marital asset and Jason is awarded the Home free and clear of any claim by Monica. Jason shall accept all liability, debt, and encumbrance associated therewith and hold harmless and indemnify Monica from any liability, debt, and encumbrances associated with the same. Monica shall likewise fully cooperate with the execution of any and all documents necessary to effectuate the transfer of such property into Jason individual ownership.

7. **PERSONAL PROPERTY:**

- a. That Jason is awarded the personal property currently in his possession.
- b. That Monica is awarded the personal property currently in her possession.
- c. That any other marital property shall be equitably divided between the parties as they can agree. If the parties are unable to agree to further distribution, then the parties shall mediate any dispute thereto prior to bringing the action before the court.
- d. That the parties are restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.
- e. All property shall be exchanged within 60 days of the entry of the Decree, including providing the necessary paperwork to effectuate the transfer the title/ownership of any property.

8. **BANK ACCOUNTS:**

- a. That Jason is awarded the bank accounts currently under his exclusive control.
- b. That Monica is awarded the bank accounts currently under her exclusive control.
- c. That any other bank account asset that is considered a marital asset shall be equitably divided between the parties. If the parties are unable to agree to further distribution, then the parties shall mediate any dispute thereto prior to bringing the action before the court.
- d. That the parties are restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.
- e. All property shall be exchanged within 60 days of the entry of the Decree.

9. **MARITAL DEBTS:**

- a. That the parties shall pay any and all debts incurred in their individual name.
- b. That any and all debt not disclosed or divided herein shall be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefits.
- c. The payment of the debts set forth above is non-dischargeable in bankruptcy; solely as to the indemnification of the other party.

10. **RETIREMENT BENEFITS:** That consistent with the Nuptials, each party shall be awarded their respective retirement benefits accounts free and clear of any claim by the other.

11. **ALIMONY:** That neither party is awarded alimony.

12. **MAIDEN NAME**: That Monica is restored to her maiden name of Monica Nay, if she so desires.
13. **ATTORNEYS FEES**: That each of the parties shall pay their own attorney fees and court costs if this matter.
14. **TRANSFER OF PROPERTY/NOTICE TO CREDITORS**:
 - a. Each party shall immediately deliver all property awarded to the other party in their possession and execute all documents/titles necessary to effectuate a property transfer as set forth herein, including automobile titles, tax forms and/or any other instrument necessary to carry out these terms.
 - b. Each party shall immediately notify their respective creditors of these terms, the party obligated to each specific debt and make other such reasonable arrangements to implement these terms.
 - c. Unless otherwise agreed the foregoing shall be completed within sixty [60] days of the entry of the Decree.

****** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court ******

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED July 1, 2026.

Farr Cragun & Berube, P.C.

/s/ Jon L. Yukon

Jon L. Yukon

Attorney for Jason Daniels

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Monica Daniels monican023@gmail.com	☒ E-Mail ☐ Facsimile ☐ Hand delivery ☒ E-Filed
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The foregoing was performed on July 1, 2026.

/s/ Ashley Warner

Law Clerk