The Order of the Court is stated below:
Dated: November 12, 2026 05:35:49 PM **/s/** CATHERINE CONKLIN
District Court Judge

Ryan S. Ficklin (16450)
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Attorney for Respondent

IN THE SECOND JUDICIAL DISTRICT COURT - OGDEN, WEBER COUNTY
STATE OF UTAH

In the Matter of the Marriage of: PAYDEN BAILEY, Petitioner, and SHELBY BAILEY Respondent.	**DECREE OF DIVORCE** Case No. 264900385 Judge: Catherine Conklin Commissioner: Brandon Richards

The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the Court.

JURISDICTION AND GROUNDS

1. Residency: Both parties are bona fide residents of Weber County, State of Utah, and has been for three months immediately prior to the filing of this action.

2. Marriage Statistics: The parties were married on December 13, 2018, in Ogden, Utah, and are presently married.

3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. **Jurisdiction**. Petitioner was an actual and bona fide resident of Weber County, State of Utah for the three (3) months preceding the filing of this action in accordance with Utah Code §81-4-203

a. **Home State**: Utah has jurisdiction to make child custody and parent time determinations pursuant to Utah Code §81-11-201(1)(a) in that:

i. Utah is the home state of the minor child at the commencement of this proceeding;

ii. The child and the child's parents have significant connections with the State of Utah other than mere physical presence;

iii. Neither party has been a party, witness, or participated in any other capacity in any other litigation concerning the custody of the subject minor child in this State or any other State;

iv. Respondent has no information of any custody proceeding concerning the minor child pending in this Court or any other State;

v. Respondent does not know of any person, not a party to these proceedings who has physical custody of the subject minor child and who claims to have custody or parent time rights with respect to the minor child.

b. **Other proceedings:** Pursuant to Utah Code §81-11-205, Respondent states, upon information and belief, that there are no other proceedings regarding the custody of the child.

5. **Child Support Jurisdiction**. This Court has jurisdiction to enter child support orders, pursuant to Utah Code §§81-6-104(1) et seq. (Utah Child Support Act) and Utah Code §§78B-14-101 et seq. (Utah Uniform Interstate Family Support Act).

6. Children. The following are minor children of the parties.

Name	Date of Birth
SB	05/12/2019

PARENTING PLAN

7. 1Custody/Parent time. The parties shall have joint physical custody of the minor child. Parent time shall be as the parties agree but in the event of a disagreement, the parties shall adhere to a 50/50 parent time arrangement. Payden shall have the child from Sunday mornings at 7:00 am to Wednesday morning at 7:00 am with every other Wednesday through Thursday morning at 8:00 am. Shelby shall have the child every Thursday morning at 8:00 am to Sunday morning at 7:00 am with every other Wednesday morning at 7:00 through Sunday at 7:00 am.

8. Holidays: Holidays shall be as the parties agree but in the event of a disagreement, holidays shall be pursuant to the following schedule:

Holiday	***Holiday Time Period***	***Odd Years***	***Even Years***

Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Father	Mother
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Mother	Father
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Father	Mother

Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Mother	Father
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Mother	Mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Father	Father
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 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) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Mother	Father
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Father	Mother
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Mother	Father

Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Father	Mother
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Mother	Father
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Father	Mother
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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Mother	Father
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Father	Father

Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Mother	Father
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed 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 7 p.m.	Father	Mother
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Mother	Father

9. Extended Parent-time. During the summer, each party will receive two (2) uninterrupted weeks of parent-time.

10. Notification of Extended Time. Both parents should provide notification of extended parent-time or vacation weeks with the child by May 1 each year with Payden having first choice of extended time in even numbered years and Shelby having first choice of extended time in odd numbered years. If notification is not provided timely, the complying parent may determine the schedule for extended parent-time for the non-complying parent.

11. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the child's school, church, and other records and will include the other party as the parent on such records. The major decisions concerning their child's general welfare, education, major and discretionary medical treatment, and religious upbringing shall be mutually agreed to by both parties. Both parties shall have the authority to make emergency and routine decisions regarding the child's day-to-day activities when the children are in his or her care.

12. Drugs and Alcohol: The parties should be restrained from consuming illegal drugs or non-prescribed prescription drugs or abusing prescription drugs at any time. The parties should be restrained from abusing alcohol while the minor child is in their care or immediately prior to parent-time. If either parent suspects that the other parent is using illegal substances or non-prescribed prescription drugs, or abusing prescription drugs, they may request the other parent to submit to a drug test. Such testing should include, at a minimum, a 5-panel hair follicle test. Once requested, the drug test must be completed within 48 hours, if reasonably practical to do so. If the drug test is not completed within 48 hours, it should be considered positive for illegal drugs. Such tests should initially be at the expense of the requesting parent, subject to reallocation of costs described below.

a. The parent who submits to a 5-panel hair follicle test shall instruct the testing facility to release copies of the results to the requesting parent or his or her counsel and should execute any release forms required by the testing facility to effectuate this release of results.

b. If the drug test comes back positive for illegal drugs, any non-prescribed prescription drugs, or elevated levels of prescription drugs (above the level prescribed), then the parent who failed the test should immediately reimburse the requesting parent for the cost of the test. Furthermore, that parent shall have supervised parent time for eight (8) hours per week until there's an agreement by the parties to expand parent time or a court order. The supervisor shall be mutually agreed upon by the parties. If the parties are not able to agree on a supervisor, then the party that has supervised parent time shall pay for the costs of professional supervised visitation.

c. A party may only request a hair follicle test once every three months.

13. Relocation. If either party relocates to a distance greater than 150 miles from the other, the parties shall be bound by the notice requirements in U.C.A. §81-9-209.

14. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email. The parties shall have the obligation to obtain all information of any school programs, extracurricular activities and sporting events their child may be involved in from the school and not the other parent.

15. Special Events. Special consideration shall be given by each parent to make the child 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.

16. Transportation: The receiving parent shall be responsible for transportation of the child.

17. Dispute Resolution. If the parties have any future disagreement pertaining to their child 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 files a petition to modify the orders. The parties both agree, however, that neither party is required to mediate before filing a motion to enforce the orders; and 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.

18. School: The child shall continue with her current school and all feeder schools. The child's school shall only be changed by mutual agreement or a court order.

19. Communication. The parties will discuss all parenting concerns via e-mail or text and will not use their child to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

20. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of virtual parent-time. Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time.

21. Activity Costs. Each party should be ordered to assume and be responsible for 50% of any out-of-pocket amounts incurred for any mutual agreed-upon in writing extracurricular activities that the minor child might be involved in. The party incurring extracurricular out-of -pocket costs must submit to the other party verification of incurred

expenses in the form of a receipt or an invoice, within 30 days of payment or receiving the same and should be reimbursed by the other party within 30 days of receiving verification of incurred expenses.

22. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition, unless the parties mutually agree in writing. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

23. Travel. When the child travels with either parent overnight, all of the following will be provided to the other parent:

a. An itinerary of travel dates;

b. Destination;

c. Places where the child or traveling parent can be reached; and,

d. The name and telephone number of an available third person who would be knowledgeable of the child's location.

24. Mutual Restraining.

a. Both of the parties are permanently enjoined from saying or doing anything in the presence of the minor child of the parties (or in such a manner that the child may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format) to convey any negative information, beliefs, feelings, etc. regarding the other parent, or doing or saying anything that would, in any way, harm the relationship between the child and the other parent; both parents are ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and the child.

b. The parties are further enjoined from discussing custody or this divorce action with the child in any way or in such a manner that the child may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.

c. The parties shall not make disparaging remarks to one another or to their child about one another or in the child’s presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

d. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting and shall remove the child from any situation in which the other parent is being disparaged in any way.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

25. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 *et seq*. Payden's gross monthly income is $3,520.00 per month. Shelby's gross monthly income is $5,600.00 per month. Shelby's child support obligation shall be $121.00 per month commencing August 1, 2026.

26. Unless the Court orders otherwise, support for the child terminates at the time: (1) the 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) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

27. 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 child in accordance with U.C.A. §81-6-208.

a. 3The parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child'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 child 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 child 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 child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Shelby shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Payden shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

e. If at any point the child is covered by both parties' insurance plans through their employer, then the parties shall be responsible for their own insurance premiums without contribution from the other.

28. Childcare: The parties shall equally share work related childcare costs pursuant to U.C.A. §81-6-209.

29. Dependency exemption. Shelby shall be entitled to claim the child for tax purposes in odd numbered years with Payden claiming the child in even numbered years.

30. Real Property. During the marriage, the parties resided at the real property located at 3663 South 4525 West, West Haven, Utah 84401. Shelby shall be awarded the property free and clear of any claim by Payden.

31. Personal Property. The parties' items of personal property have already been divided between the parties.

32. Vehicles: Payden shall be awarded the 2023 Mazda CX-30 free and clear of any claim by Shelby. Payden shall be responsible for any payments associated with the vehicle. Payden shall refinance the 2023 Mazda CX-30 within 30 days of the signing of this Stipulation. If Payden is unable to refinance the vehicle within 30 days, then the vehicle shall be awarded to Shelby. Shelby may then retain possession of the vehicle or sell the vehicle.

33. Bank Accounts: Each party shall be awarded the bank accounts in their own names.

34. Retirement Accounts: Payden shall be awarded $5,000.00 from Shelby's TSP account, which shall be paid within 60 days of the signing of this Stipulation.

35. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

Debt Description:	*Obligation of:*
Debt in Payden's name	Payden
Debt in Shelby's name	Shelby

a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

36. Name: Payden may change her last name to a name of her choice if she so desires.

37. Alimony. Neither party shall be awarded alimony.

38. Drafting. Both parties attended mediation and have participated actively in the drafting and revising of this stipulation. Both parties have had an opportunity to read the stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the

parties hereto has contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. This Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

39. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

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

41. Divorce Education Courses: The parties shall complete the divorce education courses within seven (7) days of the signing of this Stipulation.

42. Final Stipulation: This Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of this Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses, but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or

unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this stipulation.

Approved as to form:

/s/ Philip C. Patterson
Philip C. Patterson
Attorney for Petitioner
Signed with permission via 09-25-2026 email

1.

2.

3. ***THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.***

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Respondent's attorney, Ryan S. Ficklin, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on September 1, 2026, I transmitted a true and correct copy of the foregoing document via electronic mail to the following:

Philip C. Patterson
Attorney for Petitioner

/s/ Ryan S. Ficklin
Ryan S. Ficklin
Attorney for Respondent