

The Order of the Court is stated below:

Dated: January 26, 2023  
12:21:41 AM

/s/ KRAIG POWELL  
District Court Judge



DANIEL YOUNG (17874)  
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*Petitioner's Attorney*

IN THE FOURTH JUDICIAL DISTRICT COURT,  
UTAH COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF  
RACHEL KAY GROOM,  
Petitioner,  
&  
MATTHEW WESLEY GROOM,  
Respondent.

**DECREE OF DIVORCE**

Case No. 224401817

Judge Kraig Powell

Commissioner Marian Ito

Petitioner, Rachel Kay Groom, through her attorney, Daniel Young, and Respondent, Matthew Wesley Groom, through his attorney, Sierra Hansen, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached during mediation with Mediator, Todd Wetzell, on November 23, 2022. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and Petitioner is hereby awarded a Decree of Divorce from Respondent, to become absolute and final upon entry by the Court.

**2. Divorce & Separation.** Rachel and Matthew were married one to the other on January 2, 2007, in Salt Lake City, Utah, and ever since that time have been and are now husband and wife. The parties separated in April 2022. While married, substantial irreconcilable differences have arisen between Rachel and Matthew, which are sufficient under UTAH CODE ANN. § 30-3-1(2) to grant a divorce between the parties. Matthew and Rachel shall be granted a Decree of Divorce from the other based on irreconcilable differences and said Decree of Divorce shall become final upon signing by the Court.

**3. Jurisdiction.**

a. The parties are both residents of Utah County, State of Utah, and were residents of Utah County more than three months immediately before the filing of the Petition for Divorce, thus fulfilling the jurisdictional requirement of Utah Code §30-3-1(2).

b. The Fourth Judicial District Court in and for Utah County, State of Utah, has subject matter and personal jurisdiction and is an appropriate and proper venue to hear this matter and to enter a final Decree of Divorce.

**4. Physical Custody.** The parties have three (3) minor children in common and born as issue of this marriage, and no other children are expected:

- D.G., DOB 01/17/2009;
- L.G., DOB 11/10/2010;
- A.G., DOB 10/27/2016;

a. The parties are the legal parents of the above-identified children under Utah's Uniform Parentage Act, Utah Code §78B-15-101 et seq., and this Court has jurisdiction to determine the issues related to the children in this divorce action because the parties became the legal parents of the children before or during the time the parties were married.

b. Utah has jurisdiction over the custody and parent-time issues in this matter under Utah's Uniform Child Custody Jurisdiction and Enforcement Act because Utah is the home state of the parties' minor children under Utah Code §78B-13-102(7) and/or this case meets the criteria under Utah Code §78B-13-201(1), 207, and 208.

c. Under Rule 100 of the Utah Rules of Civil Procedure, the Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code §78B-14-101 et seq., and The Uniform Interstate Family Support Act, Utah Code §78B-14-101 et seq., the parties stipulate that:

i. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time, or visitation concerning the parties' minor children which have been filed, are pending, or have been completed with an order.

ii. The parties are unaware of any criminal, delinquency, or protective order cases involving a party or the parties' children.

iii. The parties are unaware of any person who is not a party to these proceeding who has physical custody of one or more of the parties minor children and who claim to have custody, child support, and/or parent-time or visitation rights with one or more of the parties children.

d. Rachel shall have sole physical custody of the children, with Matthew exercising parent time as outlined in the Final Parenting Plan.

5. **Legal Custody.** The parties shall share joint legal custody of the children based on the Final Parenting Plan.

6. **Child Support.**

a. Rachel is gainfully employed, earning \$1,990 gross income per month. Matthew is gainfully employed, earning \$13,421 gross per month.

b. Child support shall be calculated and entered based on the sole physical custody worksheet and the parties' respective incomes.

c. Based on these factors, Matthew shall pay child support to Rachel in the amount of \$2,170 per month commencing December 1, 2022.

d. Such child support payments shall be made each month until (1) the children respectively become 18 years of age, or graduate from high school during the normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code §78A-6-801.

e. Payments shall be made by direct deposit, with the option to pay one-half at the beginning of the month and one-half during the second half of the month.

7. **Childcare/Daycare.**

a. Rachel shall pay 50% of the reasonably incurred childcare expenses, and Matthew shall pay 50% of the reasonably incurred childcare expenses. The parent who incurs childcare expenses shall provide to the other parent written verification of the childcare provider's expense and

identity (a) upon initial engagement of the provider; (b) within 30 calendar days after a change in provider or the expense; and (c) upon the request of the other parent.

b. If an actual expense for childcare is incurred, a parent shall begin paying his/her share monthly immediately upon presentation of proof of the childcare expense, but if the childcare expense ceases to be incurred, that parent may suspend making a monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

c. A parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

d. A parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

e. In addition to any other sanctions provided by the court, a parent incurring childcare 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 parent incurring the expenses fails to comply with the provisions set forth above.

8. **Health Insurance/Healthcare Expenses.**

a. Matthew shall provide health insurance for the minor children. So long as Rachel is entitled to receive alimony from Matthew as set forth herein, and notwithstanding Utah Code §78B-12-212, Matthew shall pay 100% of the health insurance premiums for the children with no corresponding obligation of Rachel to reimburse Matthew for her one-half

share of this. If Rachel is no longer entitled to receive alimony, and pursuant to Utah Code §78B-12-212, each parent shall pay an equal 50% of the cost of the health insurance premium actually paid for the children's portion of the insurance beginning the month following the termination of Matthew's alimony obligation. The children's portion of the insurance premium shall be calculated by dividing the premium amount by the number of people covered by the policy and multiplying the result by the number of minor children of the parties, in this case, three.

b. The parties shall equally share all reasonable and necessary uninsured healthcare expenses incurred for the children and paid by a parent, including deductibles and co-payments. If either parent incurs medical expenses on behalf of a child and fails to provide written verification of the cost and payment of the expenses to the other within 30 days of payment, that parent may be denied the right to recover payment from the other parent. Upon receiving written verification of the medical expense, a parent shall reimburse 50% of the medical expense(s) within 30 days after receiving the written verification or work out a payment plan with the medical provider.

9. **Tax Credits.** Beginning with the tax year 2023, the tax dependency exemptions and tax credits related to the children shall be allocated as follows:

a. **Three Children.** Rachel shall claim the oldest child every year, Matthew shall claim the youngest every year, and the parties shall alternate claiming the middle child, with Rachel claiming him in odd-numbered years and Matthew claiming him in even-numbered years.

b. **Two Children.** Rachel shall claim the oldest child every year, Matthew shall claim the youngest child every year,

c. **One Child.** The parties shall alternate claiming the youngest child, with Rachel claiming her in odd-numbered years and Matthew claiming her in even-numbered years.

d. If necessary, the parties shall execute all forms, including IRS Form 8332, to allow either party to claim the dependency exemption and tax credits as noted above.

e. If Matthew is not current as of December 31 on his base child support, he shall forfeit his right to claim any child for tax purposes for that year, and Rachel shall claim all available children for that tax year.

10. **Life Insurance.** Matthew shall maintain term life insurance naming Rachel as the exclusive beneficiary in an amount that is sufficient to cover Matthew's support obligation to Rachel. The following provisions relate to procedural aspects of this requirement to maintain insurance. During the obligation to maintain insurance, Matthew shall furnish to Rachel, on request, a copy of the policy or evidence that the proper life insurance is in force with the appropriate beneficiary designation in effect. Verification shall be exchanged at least once per year by January 1.

11. **Tax Filing.** The parties shall file joint state and federal tax returns for the 2022 tax year. The parties shall equally share any tax refunds or taxes owing from this filing.

12. **Alimony.** For alimony, Matthew shall pay Rachel \$1,225 per month, commencing December 1, 2022, and continuing for forty-eight (48) months. Alimony shall terminate sooner in the event of Rachel's death, Matthew's death, Rachel's remarriage, Rachel's cohabitation with another person in a marriage-like relationship, or a substantial and material change of circumstance.

13. **Personal Property.** The parties shall divide their personal property and household items fairly and equitably. The parties understand and acknowledge that there are items of personal property in Rachel's possession that shall be awarded to Matthew for the parties to achieve a fair and equitable division of their personal property. The parties shall mediate any disputes should they disagree on a fair and equitable division of their personal property.

14. **Vehicles.** Rachel shall be awarded, free from any claim of Matthew, the 2018 Jeep Wrangler, and the Kawasaki Brute Force ATV. Matthew shall be awarded, free from any claim of Rachel, the 2007 Chevy Tahoe, the 2013 Kia Rio, the 2014 Honda NC700X motorcycle, and the 2004 HD 1200R Harley Davidson motorcycle. Matthew shall be awarded the flatbed trailer and the Harbor Freight trailer.

15. **Debts.** The parties shall assume and pay the following debts: Rachel shall assume and pay any debt she has incurred in her name, the Visa Credit Card in her name, the American Express credit card in her name, the Wells Fargo credit card in her name, and Rachel's Nelnet Federal Student Loans. Matthew shall assume and pay any debt incurred in his name and the debt or obligation owed on the 2018 Jeep Wrangler. Matthew shall fully pay off or otherwise remove Rachel's name from this obligation within ninety (90) days from the date of this Stipulation.

a. **Indemnification.** The party responsible for payment of the foregoing obligations shall be required to indemnify and hold the other harmless from any loss, damage, demand, or claim arising from their failure to do so.

b. **Future Debts.** All debts incurred by either party after the Date of Separation shall be the sole responsibility of the party incurring the



debt, with the other party being indemnified and held harmless from the same.

16. **Retirement Accounts.** The parties shall make a one-time equal division (50% to Matthew, 50% to Rachel) of Matthew's Civilian (FAA) Thrift Savings Plan ("TSP") retirement account balance, with the valuation date being the date of entry of the divorce decree. Matthew, through counsel, shall be responsible for the cost of and for preparing and submitting the necessary Retirement Benefits Court Order ("RBCO") to divide the Civilian (FAA) TSP.

A. Matthew shall be awarded 100% of his Uniformed Service (Military) TSP retirement account. Matthew shall be awarded 100% of his military and civilian pensions and/or annuities as his sole and separate property, free and clear of any claim or interest by Rachel.

B. Neither party shall have their social security benefits, to include a social security supplement or annuity supplement, reduced as a result of this marriage and divorce, in accordance with current law.

C. The division of Matthew's current Civilian Thrift Savings Plan (TSP) balance to Rachel, as described herein, releases Matthew of any further potential obligation to Rachel regarding Matthew's Military and Civilian Retirement Plans.

17. **Financial Accounts.** The parties shall be awarded all bank accounts and associated funds on deposit in any bank or financial account in their respective names. Matthew shall be awarded 100% of his Fidelity investment account, free and clear of any claim or interest of Rachel.

18. **Real Property.**

a. **Montana.** Matthew shall be awarded all right, title, and interest in real property located at 31 E Hawker Lane, Ennis, MT 59729, free and clear of any claim or interest by Rachel, and subject to the existing mortgage thereon, which Matthew shall assume, pay, defend, indemnify, and hold Rachel harmless therefrom.

b. **Hurricane, Utah.** Matthew shall be awarded all right, title, and interest in real property located at 2443 S 630 W HURRICANE, UT 84737, free and clear of any claim or interest by Rachel, and subject to the existing mortgage thereon, which Matthew shall assume, pay, defend, indemnify, and hold Rachel harmless therefrom.

c. **Eagle Mountain Utah - The Marital Home.** Rachel shall be awarded all right, title, and interest in the real property (the marital home) located at 9096 N CLUBHOUSE LANE EAGLE MOUNTAIN, UT 84005, free and clear of any claim or interest by Matthew, and subject to the existing mortgage thereon, which, effective December 1, 2022, Rachel shall assume, pay, defend, indemnify, and hold Matthew harmless therefrom. Rachel shall refinance or remove Matthew's name from the existing mortgage on the marital home no later than December 1, 2023. If Rachel fails to refinance or otherwise remove Matthew's name from the mortgage by December 1, 2023, Rachel shall be required to list the home for sale immediately. At that point, the property shall be continuously listed for sale until sold. Rachel shall be entitled to receive 100% of the net sale

proceeds. Rachel shall provide Matthew unrestricted online mortgage access until she completes the refinance. Rachel shall timely pay the monthly mortgage payment commencing December 2022. The parties define timely payment as Rachel paying the mortgage each month no later than the third day of the month. If Rachel does not pay the mortgage by the third day of the month, Matthew may, in his sole discretion, make the mortgage payment and then deduct that sum from his support obligation that month. If Rachel is late making the mortgage payment more than two times before she completes the refinance, Matthew, in his sole discretion, may elect to have Rachel immediately list the home for sale unless she can complete the refinance or otherwise remove Matthew's name from the mortgage within thirty days after she receives notice of Matthew's election to have Rachel list the home for sale.

19. **Property Settlement Payment.** Within thirty (30) days from the date of this Stipulation, Matthew shall pay Rachel the sum of thirty-five thousand dollars (\$35,000).

20. **Name Change.** Rachel shall be allowed to change her name to **"RACHEL KAY WALI"** if she so desires, although she is not required to do so.

21. **Attorney Fees.** The parties shall pay their own attorney's fees in this matter. The parties shall equally share the mediator fees from the November 23, 2022, mediation.

22. **Duty to Cooperate.** The parties shall be ordered to cooperate, through counsel or otherwise, to effect the changes in title to the property to be divided by their Decree, to change names and responsibilities for payment of debts divided herein, and to cooperate in every other way necessary to ensure that the Decree is carried out in every detail.

23. **Default.** If, after a Decree is entered, either Party defaults in his or her obligations, the Party in default shall be liable to the prevailing Party for all reasonable expenses, including reasonable attorney's fees and costs of court incurred in the enforcement of the obligations created by the Decree.

24. **Modification.** Before any petition is filed to modify or change any provision in the final Decree, the parties shall attempt to resolve the issue through mediation. However, mediation shall not be a prerequisite to filing a modification petition.

### **PARENTING PLAN**

The follow Parenting plan incorporated and stipulated to via a separated sign and executed document is as follows:

25. **Children of the Marriage.** This Final Parenting Plan applies to the following children:

- D.G., DOB 01/17/2009;
- L.G., DOB 11/10/2010;
- A.G., DOB 10/27/2016;

26. **Definitions of Terms Used Herein.** For this parenting plan, the “on-duty parent” is the parent who is caring for the children on the dates and times provided in this parenting plan. The “off-duty parent” is the parent who does not have the care for the children on that same date and time. The phrase “mutually agreed,” as set forth in this parenting plan, is defined as an agreement or understanding reached by the parties that are confirmed and acknowledged in writing by both parties via email, text message, or printed form.

27. **Physical Custody.** Rachel shall have sole physical custody of the children, with Matthew exercising reasonable and meaningful parent time as set forth herein. As the sole custodian of the children, Rachel's home is designated as the children's primary residence for school purposes.

a. **Regular/Basic Schedule.** The children shall reside with Rachel except for the following dates and times that the children shall reside or be with Matthew for his parent time: Matthew is currently employed by the Federal Aviation Administration. Matthew shall provide Rachel with his work schedule when he receives it, and Matthew's overnight each week shall coincide with the fifth day of his work week. In addition to Matthew's one overnight of parent time every week, Matthew shall also be entitled to exercise parent time one non-overnight every week, from after school but no later than 5 pm to 9 pm. Matthew shall provide Rachel shall no less than seven days advance notice of his selection for his non-overnight parent time. Unless otherwise mutually agreed, Matthew shall ensure that the children attend their scheduled activities on his parent time.

b. **Holiday Parent Time.** The parties shall exercise holiday parent time by Utah Code Ann. Section 30-3-35. Matthew shall notify Rachel no less than 60 days before the start of any holiday that he is entitled to exercise, indicating whether he intends to exercise all or part of the holiday. Suppose Matthew is unable to exercise all or part of the holiday. In that case, Matthew shall be entitled to exercise the number of overnights that he cannot exercise with such make-up time to be exercised within 14 days before the first day of the holiday or within 14 days after the last day of the holiday. For example, suppose Matthew is entitled to exercise 5 overnights for parent time for Thanksgiving Break, and due to

Matthew's work schedule, he is unable to exercise this time. In that case, Matthew shall, no later than 60 days before the first day of Matthew's Thanksgiving Break, provide written notice to Rachel of up to 5 overnights he shall have for parent time with the children, provided Matthew exercises all five of those nights within 14 days before the first day of the Thanksgiving Break holiday or within 14 days after the last day of the holiday. Unless otherwise mutually agreed, Matthew shall ensure that the children attend school and their scheduled activities during any holiday make-up parent time scheduled as set forth herein.

c. **Summer Schedule.** The parties shall exercise summer parent time according to Utah Code 30-3-35. The parties agree that Matthew's "interrupted" parent time shall not be interrupted - that is, Matthew may schedule 1 two-week block of uninterrupted time, and he may schedule 2 separate one-week periods of uninterrupted time. These one week periods may not be consecutive

d. **Military Parent Time.** If Matthew is deployed, he shall exercise parent time one weekend per month. Matthew shall bear the burden of the travel expense for this parent time. Matthew shall be permitted a one-hour virtual parent-time visit per day, divided between the three children. This virtual parent time shall occur at reasonable times, depending on the circumstances.

28. **Transportation.** Unless otherwise mutually agreed, transportation arrangements for the children between the parents shall be as follows:

a. The parent who is beginning their parent time ("the receiving parent") shall pick up the children from the other parent at the parties' residences, curbside (meaning the front of a parent's residence on

the street).

b. Third-party adults known to the parties and the children shall be allowed to provide transportation for parent time exchanges.

c. The children shall be fed, bathed, and appropriately clothed before parent time exchanges occur.

d. The children shall be picked up and delivered promptly at the scheduled times. Each parent shall notify the other as soon as possible whenever a parent time exchange shall not occur as scheduled.

e. Transportation to alternative places, such as school and extracurricular activities, is the responsibility of the on-duty parent.

f. When meeting to make parent time exchanges, the parties shall confine their communications to what is necessary to make that exchange, reserving further communication to other times and means.

## 29. **DECISION-MAKING.**

a. **Day-to-Day Decisions**. Each parent shall make decisions regarding the day-to-day care and control of the children while residing with that parent. Either parent may make emergency decisions affecting the health or safety of the children.

b. **Major Decisions**. It is anticipated that parental decisions shall be required for major decisions in raising the children, including, but not limited to:

- Medical
- Dental/Orthodontia
- Psychological treatment or counseling
- Education

When these issues arise, the parents shall address the issues. Each parent shall give good faith consideration to the views of the other. If the

decision involves medical or schooling issues, the parties may further elect to seek input from the treating physicians or educators. Both parents shall be provided with such input. If the parents cannot agree after making a good faith effort to make an agreed-upon decision, Rachel shall have “presumptive decision-making authority.” This level of authority shall allow her the right to make a preliminary decision that she shall then communicate to Matthew. If Matthew believes the decision is contrary to the children's best interests, he shall have the right to seek a review through the court. The parent opposing the decision shall have the burden to demonstrate that the decision is contrary to the child’s best interests. It shall not be sufficient to demonstrate that an alternative decision may also have been in the children's best interest.

30. **Education Plan Provisions.** The children shall attend school from Rachel’s home. Education decisions shall be made under the decision-making section above. Both parents shall have access to the children during school hours and have equal authority to check the children out of school for appointments during their parent time and must inform the other parent if he or she needs to do so. Both parents shall have full access to the children's school records and be listed as emergency contacts. The children shall not miss school for vacations, recreation, or other reasons unless the parties mutually agree in advance.

31. **Communication.** The parties shall communicate via text message or email and maintain and have equal access to a shared calendar.

a. Topics of communication between the parties shall be limited to child-related, e.g., school, healthcare, extracurricular activities, and parent-time exchange logistics.



b. Each parent shall be responsible for getting information independent of the other parent about all significant school, social, sports, and community functions. If it is reasonably apparent that the other parent shall not timely learn or know about such things, the parties shall notify each other within 24 hours of receiving such information.

c. Each party shall be entitled to access the children's medical, education, counseling, and other records directly. The parties shall share information regarding the children's school, church, extracurricular and other activities, medical care, counseling, and other significant information. The parties shall ensure that their names are listed as emergency contacts on all school and healthcare records and healthcare providers. Both parties may designate one additional third party of their choosing to be named as additional emergency contacts. Neither party shall unilaterally remove the other party's name or contact information from such records. In the future, spouses or significant others shall not be listed as "parents" but as "non-parent emergency contacts."

d. When a child is given the use of his or her cell phone, the parties stipulate and agree that the child shall be allowed to use and have the phone in both parents' respective homes. However, both parties shall have final discretion and control over the child's phone use while the child is with either parent, including the discretion to decide when it is time to enforce a curfew or moratorium on phone usage for family time, bedtime, and meals. In addition, both parents shall have access to the passwords to unlock the child's phone. This access, control, and right to restrict the child's phone use apply regardless of which party paid for the phone (the hardware) or which party paid for the monthly phone and data plan. If either parent restricts the child's phone, the parties shall ensure that the

child and parents have access to another phone to communicate with both parents.

32. **Virtual Parent Time.** The off-duty parent shall be entitled to one check-in call with the children every day for a reasonable duration, given the children's ages, schedules, activities, and age-appropriate attention spans. The parties shall use a video calling app that works on both parents' phones or other devices, such as Zoom, Facetime, or something similar. The parties shall give the children privacy for the calls without interference or monitoring by anyone else. Ideally, the children shall take the call in a separate room with a closed door where they can have meaningful virtual contact free of distraction and conflict. The children may contact either parent when they request to do so. The parties shall facilitate this contact with the other parent without making the children feel guilty that they want to call or check in with the other parent.

33. **Travel.** When a parent travels without the children, that parent shall provide a reliable telephone number to the on-duty parent in case of a child-related emergency or if the children want to contact the traveling parent.

a. With notice in writing, the parties may travel with the children during their regular or holiday scheduled time with them. Proposed travel involving changes to the regular or holiday schedule shall require the other parent's written consent.

b. The parties shall provide complete itinerary information (i.e., dates of departure and return, location, accommodation name, address, flight, or train number) to the other parent at least 15 days before the departure. This includes both in-state, out-of-state, and out-of-country travel.

34 **Social Media.** The parties shall take reasonable steps to protect the privacy and safety of the children and each other by limiting the children's exposure to social media. If pictures are posted on Facebook or Instagram, the posting parent shall not identify the other parent. Neither party shall post comments about the other parent or disputes between them on social media. This includes any derogatory references about co-parenting or suggestions that the other parent is incompetent, incapable, unsafe, and/or unstable. Family members and friends shall be expected to comply with the above terms.

35. **Extra-Curricular Activities.**

a. The parties shall equally share all out-of-pocket amounts incurred for extracurricular activities in which both parties agree in writing that the children shall be involved. The children's preferences regarding activities and lessons shall be considered and given age-appropriate weight.

b. Extracurricular activities are academic or non-academic activities outside of regular classroom time. They are not part of the children's school curriculum, including but not limited to sports, lessons, or camps. This obligation does not extend to costs related to a child's participation in a club sport unless otherwise mutually agreed upon. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses.

c. The parties shall provide complete information about all activities to the other parent within a reasonable time of the child's enrollment, regardless of who initiated the activity or paid for it.

d. The parties shall encourage the children to participate fully in the activities. It is understood that the children shall attend these activities reasonably and consistently, and the on-duty parent shall be responsible for transportation to and from the activities. The on-duty parent shall decide when the child does not attend an activity because of illness or other special circumstances.

e. Parents and guests may attend public events related to extracurricular activities (e.g., games, recitals, performances, etc.). The parties shall remain cordial and not discuss child-related arrangements or any contentious issues at that time. They shall require any guests to remain cordial to the other parent.

f. When both parents attend public events related to the activity, such as games, recitals, performances, etc., the on-duty parent shall direct the child to make a brief connection with the other parent before and after the event. The on-duty parent shall tell the child to speak to the other parent for a few minutes after the event. The on-duty parent shall give the child privacy and space to make this brief connection and shall wait for the child in the car, parking lot, or lobby.

36. **Mutual Restraints.** The parties shall be mutually restrained from the following:

a. Disparaging the other party or the family member or friends of the other party or otherwise speaking about the other party in a defamatory, demeaning, offensive, or derogatory manner while in the presence of the parties' children.

b. Allowing any third person under the party's direct control to disparage the other party or a member of the other party's family or

friends or otherwise speak in a defamatory, demeaning, offensive, or derogatory manner in the presence of the party's children.

c. Asking the children to make decisions or requests involving the parent time schedule or leading them to believe that it is their choice to see or live with the other parent.

d. Discussing with or informing the children of the status or amount of child support payments or telling the children about the past or current legal details of the divorce.

e. Discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.

37. **Surrogate Care.** When the on-duty parent is away and unavailable to be with the children for one overnight or longer, the other party shall be given the "right of first refusal" to care for the children before any other person providing childcare. Suppose the other parent cannot accommodate the request. In that case, the on-duty parent shall be responsible for arranging for alternate childcare and shall inform the other parent of who shall be caring for the children. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of both parents. Each parent shall provide the other parent with the name, current address, and telephone number of all surrogate care providers.

38. **Relocation.** In the future, if either party decides to move more than 150 miles from their current residence or outside of the State of Utah,

the notice requirements in the relocation statute, as outlined in UCA §30-3-37, shall automatically apply.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

*/s/ Sierra Hansen*  
Signed by Daniel Young  
With permission by Sierra Hansen on 1.4.2023

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Sierra Hansen  
*Respondent's Attorney*

**NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE**

**TO: Sierra Hansen**

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney shall submit the foregoing Proposed Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated December 28, 2022.

BROWN FAMILY LAW, LLC

/s/ Daniel Young

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Daniel Young

*Petitioner's Attorney*