

The Order of the Court is stated below:

Dated: January 23, 2025  
04:42:40 PM

/s/ L DOUGLAS HOGAN  
District Court Judge



Alberto Becerra, 18849  
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Attorney for Rory T. Stephenson

**THIRD DISTRICT COURT  
TOOELE COUNTY, STATE OF UTAH**

<p>In the Matter of the Marriage of:</p> <p>RORY T. STEPHENSON, Petitioner, and</p> <p>SHELBY M. STEPHENSON, Respondent.</p>	<p><b>DIVORCE DECREE</b></p> <p>Case No. 244300365 Judge: Douglas Hogan Commissioner: Michelle Tack</p>
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The above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation* filed on January 8<sup>th</sup>, 2025, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Rory T. Stephenson is awarded a Decree of Divorce from Shelby M. Stephenson on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.
2. **Children.** The following are minor children of the parties: R.T.S., July 2010; and S.G.S., September 2014.
3. **Home State.** Utah is the home state of said minor children pursuant to Utah Code §78B-13-201(1)(a).

**PARENT TIME**

4. **Physical Custody.** The parties are awarded joint physical custody of their child and will exercise parent time on a 50-50 basis. The schedule will be as the parties agree. If they cannot agree, they will use the following schedule:

	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
<b>Week 1</b>	Mother	Mother	Father	Father	Father	Father	Mother
<b>Week 2</b>	Mother	Mother	Mother	Father	Father	Father	Mother
<b>Week 3</b>	Mother	Mother	Father	Father	Father	Father	Mother
<b>Week 4</b>	Mother	Mother	Mother	Father	Father	Father	Mother

5. Father's parent time will begin at 5:00 pm on either Wednesday or Thursday and conclude at 2:00 pm on Sundays.
6. The current schedule is reflective of Shelby's current work schedule. Should Shelby's schedule change to where she is available to be with the children on the weekends, the parties will meet and discuss an alternative 50-50 schedule in which both parties will enjoy an equal number of weekends throughout the year.
7. **Transportation.** The parties will utilize school-to-school exchanges when school is in session. When school is not in session, the parent who is beginning their parent time will pick up from the other parent's residence, unless they agree otherwise in writing.
8. **Telephone and Virtual Contact with Children.** Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any reasonable time.

9. **Summer Time.** Each party may claim two weeks of uninterrupted parent time each summer. On odd years, Father will elect by May 1st. On even years, Mother will elect by May 1st. If the party designated to elect first has not done so by May 5, the other parent may move forward in designating their time. The two week blocks cannot conflict with the other party's holiday time, including July 4th or July 24th.
10. **Holidays.** The holidays shall be divided as the parties agree. If the parties cannot agree, the schedule will be according to Utah Code §81-9-303. Mother shall be designated the custodial parent for purposes of the holiday rotation.
11. **Special Events.** Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, 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.
12. **Relocation.** If either party moves more than 25 miles from the address of the marital home, the parties will be bound by Utah Code §81-9-209. The parties will return to mediation before initiating court action.
13. **Legal Custody.** The parties shall have joint legal custody.

#### **PARENTING PLAN**

14. **Access to Records.** Both parties shall have access to medical records, school records, court records, and any other information or records concerning their children.
15. **Day to Day Decisions.** Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

16. **Major Decisions.** The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If the parties cannot agree on a major decision, they will consult with a professional in the field and seek their recommendation. If the parties still cannot agree, they will attempt mediation. If mediation is not successful, either side may motion the courts to render a decision.

- a. School: The parties agree to keep their children in their current schools and pipeline schools, unless they mutually agree otherwise in writing.
- b. Medical: The parties agree to continue using their children's current healthcare providers, unless they mutually agree otherwise in writing.

17. **New Medications.** If a doctor prescribes a new medication to the children, the other parent should have the right to confer with that doctor, or else seek a second opinion, prior to the medication being administered to the children. The party who did not meet with the doctor should have 48 hours to voice an objection after being informed of it, and should have 14 days thereafter to seek confirmation from the provider or else seek a second opinion. If the provider confirms the recommendation, or if the second provider shares the same opinion, then the parties should move forward with administering the medication as prescribed.

- a. This provision should not apply to standard short-term prescriptions such as antibiotics, or to emergency medical decisions when a delay in administration could compromise the health of the child.

18. **Notification of Children's Events.** Both parents should have access to information and should not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share medical appointments, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.

19. **Children's Cooperation.** The parties agree and understand that it is in the children's best interest to spend the designated parent time with each parent. Each parent will encourage and support the children spending their allotted time with the other parent. In the event that the children voice a strong objection to traveling to the other parent's home, the parties will encourage the transition, but will take special care not to force the transition.

20. **Travel.** When the children travel with either parent and will be away for at least one night, the following should be provided to the other parent at least 24 hours prior to departure:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; and, the name and telephone number of an available third person who would be knowledgeable of the children's location.

21. **Communication.** The parties will discuss all parenting concerns directly via text (or email, for larger discussions) and will not use their children to deliver messages. The parties will be civil with one another. The parties should phone calls for emergencies.

22. **Mutual Restraining.** The parties shall not make disparaging remarks to one another or to their children 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.
23. **Third Party Responsibility.** Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.
24. **Romantic Partners.** Neither party shall introduce the children to any new romantic partners unless they are in a stable, committed relationship for at least 3 months.

#### **CHILD SUPPORT AND EXPENSES**

25. **Child Support.** Child Support shall be calculated as according to Utah Code §78B-12-201 *et seq.* The Mother's gross monthly imputed income is \$10,577 per month. The Father's gross monthly income is \$8,206 per month. The Mother has 182 overnights and the Father has 183 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Therefore, Mother's monthly child support obligation should be \$175 per month.
26. In lieu of paying child support directly to Father, Mother will be responsible for 100% of the children's portion of the medical insurance premiums each month, so long as coverage for the children is available to her at a reasonable cost. Rory will maintain the children's dental insurance policy at his cost. In the event that medical coverage is no longer available to Shelby at a reasonable cost, she should begin paying child support as

described above, and the parties should equally split the children's monthly premiums for both medical and dental insurance.

27. **Activity Costs.** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. 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. A party who incurs an expense for a child's extra-curricular activity without receiving prior written consent from the other parent shall be solely responsible for that expense.

28. **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, school lunches etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. 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.

29. **Medical/Dental Expenses.** The parties shall provide health care coverage for the minor children pursuant to Utah Code §78B-12-212. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the

minor children in accordance with Utah Code. §78B-12-212. Shelby will keep the children on her medical insurance. Rory will keep the children on his dental insurance, as described in Paragraph 28 of this agreement.

- a. Each parent shall share equally the out-of-pocket costs 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. Currently, Shelby is covering the full monthly premium amount for the children's insurance in lieu of paying child support directly to Rory, as described in Paragraph 28 of this agreement.
- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.
- c. The parent who incurs medical and dental expenses shall 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.
- d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of both parents, then each parent will cover the cost of their own plan.



- e. If a parent remarries and his or her dependent children 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 children.
30. **Therapy.** The parties should discuss and agree in writing on any therapy or mental healthcare treatment prior to engaging the child with a therapist.
31. **Division of Accounts.** According to Utah Code §15-4-6.7 each party may elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.
32. **Dependency Exemption/Tax Credit.** The parties will share the dependency exemption/tax credit for the minor children. While there are two qualifying children, the parties will each receive one child as a dependency exemption/tax credit. Mother will claim the older child, R.T.S., and Father will claim the younger child, S.G.S.. When the older child ages out, they will alternate claiming the younger child. Mother will claim for odd tax years and Father will claim for even tax years.
33. **Taxes.** The parties will file married, filing jointly for tax year 2024. The parties will equally share in any cost of preparation of taxes. The parties will equally share any tax refund or tax liability.
34. **Alimony.** Neither party will be awarded alimony. All claims to alimony are waived both now and in the future.

#### PROPERTY AND ASSETS

35. **Marital Home.** The parties own a home located at 5659 Kestrel Lane, Stansbury Park, Utah 84074. Shelby will have 30 days following the entry of the Decree of Divorce to initiate a refinance, and 120 days from the entry to finalize that process. If she is successful in completing a refinance, then she will keep the marital home outright, after paying off the debts detailed below and paying Rory his marital interest in the home. The payout process should be as follows:

- a. Shelby shall secure an appraisal as part of the refinance process. The appraised value will be used to determine the marital equity in the home less the current mortgage with Truist (approximate balance of \$431,000).
- b. The parties will equally pay the following debts from the equity in the home:
  - i. Home Equity Line of Credit with Mountain America Credit Union (current balance approximately \$19,748);
  - ii. Department of Veteran Affairs loss of \$38,079 on VA Loan 41-41-6-0229305.
- c. Thereafter, each party will be awarded one-half of the remaining net equity. Rory's half will be disbursed to him by title through the refinance process.
  - i. For example, if the marital home is appraised at \$550,000 and the existing mortgage is -\$431,000, then Rory's final payout would be as follows:
    1.  $\$550,000 - \$431,000 - \$20,000 - \$38,000 = \$62,000$  (the net equity).  $\$60,000 / 2 = \$31,000$  (Rory's final payout).

36. In the event that Shelby is not able to refinance the house within 120 days of the entry of the decree of divorce, then the home should immediately be listed for sale. The parties

will use an agreed upon realtor, or else Joe Gordon, and will accept the first reasonable offer, as advised by their realtor. They will then pay off the entire mortgage, realtor fees, closing costs, the HELOC described above, the VA debt described above, and then split any remainder equally.

**37. Move Out Date and House Payments.** While the parties are both living in the house, they should share the mortgage payment equally. If Rory moves out of the house during the refinance period, Shelby should pay the mortgage during the months she is living there alone. In the event of refinance, Rory should move out of the home no later than 30 days after receiving his payout from Shelby. In the event of sale, neither party should be obligated to leave until the home is sold, unless they mutually agree to move out sooner under the advice of their realtor.

**38. Vehicles.** Rory will keep the 2011 Chevy Silverado and the 2010 Cadillac CTS in his own name, along with any associated debt. Shelby will keep the 2018 Honda Accord in her name, along with any associated debt. Both parties will sign any documents needed to facilitate the transfer of titles and loans on the vehicles. The parties will have up to 12 months from the entry of the Decree of Divorce to refinance the vehicle loans or otherwise remove the other party's name from the debt obligation. The parties should maintain timely payment on the respective loans while the other party's name is on it.

**39. Retirement Accounts.** The parties will each keep the retirement accounts in their own names. Neither shall have any claim to the other's accounts, either now or in the future.

**40. Cash & Savings Accounts.** The parties have already divided their various cash and savings accounts, and all monies therein.

41. **Debts.** Shelby will keep the Victoria's Secret credit card, Community Care credit card, and Amazon card in her name, as well as the student loans in her name. Rory will keep the Alpine credit card and Utah First credit card in his name, as well as the Utah First credit card in both parties' names. Any other debts not disclosed herein shall remain the property of the person whose name it is in. Both parties shall hold the other harmless from any penalties associated with such debts.
42. **Personal Property.** All other personal property will be divided as the parties agree. If they cannot agree, they should seek the assistance of a qualified mediator before returning to Court.
43. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds, or any other documents necessary to implement the Decree of Divorce.

#### **OTHER**

44. **Maiden Name.** Shelby will have the option of restoring her maiden name to Shelby Morrell, should she so desire.
45. **Dispute Resolution.** If the parties have any future disagreement pertaining to their children generally 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 initiates legal action. The parties both agree, however, 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.

46. **Independent Advice of Counsel.** The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.
47. **Divorce Education.** The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.
48. **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.
49. **Attorney's Fees and Costs.** Each party should be ordered to assume his or her own legal fees incurred in this action.

**[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]**

**APPROVED AS TO FORM AND CONTENT:**

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Tara Reilly  
*Attorney for Respondent*

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE**

SHELBY M. STEPHENSON: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by Rory T. Stephenson's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

**CERTIFICATE OF SERVICE**

I certify that on January 10th, 2025, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

**Tara Reilly**  
Contact information matching method of service  
treilly@fullcirclefamilylaw.com  
*Attorney for Respondent*

/s/Alberto Becerra  
Alberto Becerra