

The Order of the Court is stated below:

Dated: June 18, 2024  
10:12:36 AM

/s/ DAVID J WILLIAMS  
District Court Judge



Brent Salazar-Hall (10315)  
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**IN THE SECOND JUDICIAL DISTRICT COURT  
IN AND FOR DAVIS COUNTY, STATE OF UTAH**

<p><i>In the matter of the marriage of</i></p> <p><b>ALICIA ARNOLD,</b> Petitioner,</p> <p>and</p> <p><b>COLE ARNOLD.</b> Respondent.</p>	<p><b>DECREE OF DIVORCE</b></p> <p>Case No. 244700359</p> <p>Judge David Williams</p> <p>Commissioner Julie Winkler</p>
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This matter comes before the court on Petitioner Alicia Arnold’s (“Alicia” or “mother”), *Verified Petition for Divorce* (“petition”) filed on March 1, 2024 and Respondent Cole Arnold’s (“Cole” or “father”), *Acceptance of Service, Appearance, Waiver, and Consent to Default* (“Consent”) filed on March 21, 2024. The parties, Alicia being represented by counsel Brent Salazar-Hall and Cole representing himself pro se, have resolved the Petition via the Acceptance, Appearance, Waiver and Consent to Default.

The Court, having considered the Petition and Consent, having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised in the premises and for good cause appearing, it is hereby:

**ORDERED, ADJUDGED AND DECREED** as follows:

Decree of Divorce

1. Alicia and Cole are hereby awarded a decree of divorce upon the grounds of irreconcilable differences from each other, such to become final upon signature and entry herein, so that the marriage between Alicia and Cole is hereby dissolved.

Custody and Parent-Time

2. There have been three children born as issue of this marriage: D.C.A, born November, 2006, L.T.A. born April, 2010, and T.J.A., born May, 2008.

3. The parents shall share joint legal custody of the parties' minor children pursuant to the terms of the following parenting plan.

4. Alicia shall have sole physical custody of the children.

**PARENTING PLAN**

5. **Residence and Time-Sharing Schedule:** Alicia shall have primary custody of the children, with Cole having parent-time as the parties can agree, but no less than parent-time pursuant to 30-3-35. The parties shall exercise joint legal custody of the minor children.

6. Holidays and Extended Summer Parent time shall be as the parents agree. In the event of a dispute, the parties shall follow the holiday schedule in Utah Code Ann. § 30-3-35 with Cole being designated the non-custodial parent solely for the purposes of the holiday schedule.

7. **Transportation of Child:** The parties shall cooperate and be flexible in the pick-up and delivery and be mindful of the importance of promptness. Parent time exchange shall occur at the school or as the parties can agree. If the school is not available due to holidays, summer break, or age of the child, parent time exchange shall be as the parties agree.

8. **Out-of-State Travel/Vacation:** Out of state and vacation travel shall be as the parties agree. In the event of a dispute, the parties shall follow the extended parent-time schedule of Utah Code Ann. § 30-3-35 regarding advanced notice. The parties shall notify the other parent of travel plans involving out of state travel.

9. **Joint Legal Custody/Decision Making Process:** Day-to-day decisions involving the child shall be made by the parent where the child is then located. More significant decisions, especially those involving health, education, and religious upbringing, shall be discussed in advance in an attempt to reach an agreement. If the parties are unable to reach an agreement then, at the request of either parent, the parties will participate in a mediation with the cost to be shared equally. The parents will, when possible, obtain information and recommendations from professionals regarding the issue

in question. After mediation, if there is still a dispute, the parents will seek resolution from a court or arbiter. Emergency decisions affecting the health or safety of the child shall be made by the parent who is with the child at that time. During the pendency of the dispute resolution process, Alicia's decision shall be followed until the dispute is resolved.

10. **Education Plan:** Alicia's residence shall be the school district location for the minor children. Both parents shall have access to the children during school. Both parents shall have authority to check the children out of school. Both parents shall share decision-making responsibilities for educational decisions. In the event of a disagreement on educational decisions, the parents shall follow the decision-making process stated above in this parenting plan, while considering the opinions of teachers, school officials, and other related professionals.

11. **Exchange of Information:** The children shall not be requested to carry messages between the parents.

12. **Changing Needs of the Child:** The parties acknowledge that as the children get older, the children's needs will change. Those needs will have to be addressed as they occur.

13. **Difference in Parenting Styles:** The parties acknowledge that it is probable that differences in parenting styles will occur following this divorce. The parties

agree that they will respect the other parent's right to have a different parenting style so long as it does not conflict with any of the provisions of this agreement.

14. **Disparaging Remarks:** Each of the parties shall refrain from speaking to or about the other in demeaning, disparaging or disrespectful terms and will prevent the children from doing so as well. Each party will create an example of behavior that is appropriate and helpful for the child.

15. **Extended Family Relationships:** The parties agree that they shall encourage the child to maintain the relationship with grandparents and other relatives and that each will assist, as may be necessary, to permit those relationships to continue.

16. **Maintaining Contact When Child is With the Other Parent:** Regardless of which parent the children are with at any given time, each parent shall make an effort to have the children contact the other parent daily or as frequently as is reasonable.

17. **Relocation:** This Parenting Plan is proposed based upon the parties' continuing to reside within 30 miles of the other. If either of the parties intends to relocate, they shall be bound by the provisions of Utah Code Ann. § 30-3-37 and related Utah case law. If a dispute arises about the relocation, the parties agree to follow the terms of the dispute resolution process described herein in addition to any requirements of Utah Code Ann. § 30-3-37.

18. **Resolving Disputes:** The parties agree that when disputes occur, they will attempt to solve those disputes before resorting to any other process and meet with

experts in the areas of disagreement, as necessary. If they are unable to agree, they shall submit the dispute to mediation and share the costs of the mediation equally.

19. **Violation of Parenting Plan:** If either party violates any terms of the Parenting Plan, the remaining provisions of the parenting plan shall continue to be in effect.

20. The parties agree to and incorporate the Advisory Guidelines of Utah Code § 30-3-33.

### **End of Parenting Plan**

#### **Child Support**

24. It is reasonable and proper that the parents shall be ordered to pay child support in an amount consistent with the parties' current gross monthly income and the Utah Child Support Guidelines. Cole's gross monthly income is \$4500. Alicia is currently a full-time student with a minimal previous work history. While Alicia is enrolled as a full-time student, her gross monthly income is \$0. Based on the guidelines, Cole shall be ordered to pay child support in the amount of \$1,270 per month.

#### **Medical and Child Expenses**

25. The parties shall be ordered to provided health insurance and medical expenses for the minor children pursuant to Utah Code Ann. § 78B-12-212.

26. The minor children are of an age not likely to require childcare. But should that become necessary, it is reasonable and proper that the parties be ordered to share equally in any work or education-related childcare expenses incurred for the minor children pursuant to Utah Code Ann. §§ 78B-12-214 and 78B-12-215.

27. It is reasonable and proper that the parties be ordered to share equally in any school expenses and fees and in any mutually agreed upon extracurricular expenses for the minor children.

#### Tax Filing Regarding Minor Children

28. The parties shall claim the minor children for the purposes of tax deductions or credits as they can agree. In the event the parties cannot agree, the parties shall alternate claiming the minor children as a dependent (or credit) for tax purposes each year with Alicia claiming the minor children in even years and Cole claiming the minor children in odd years. The parties may enter into a buyout agreement where the party that stands to gain more from claiming the child tax credit may offer to purchase the right to claim the children on tax filings for that year provided that the offer is financially beneficial to both parties. A parent shall only claim the children if that parent is current in all child support or related support obligations by December 31<sup>st</sup> of the tax year in question.

#### Alimony

29. Alicia has need for support and lacks the ability to provide for her needs as she was a stay-at-home spouse. Cole has the ability to pay alimony and shall therefore be ordered to pay alimony in the amount of \$417.50 per month for a period of the length of the marriage.

#### Real Property

30. The parties acquired real property, specifically a house at 970 South View Crest Lane, legally known as: ALL OF LOT 16, SUNCREST MEADOW CLUSTER SUB PHASE-1. CONT 0.31 ACRES. The parties are in the process of selling the home. Alicia shall be awarded all proceeds of the sale to supplement her unmet need for spousal support.

#### Personal Property

31. The parties acquired vehicles, specifically a 2019 Camarro, 2020 Chevy Silverado 3500, 2020 Sequoia, a 2016 Chevy Silverado, 1998 Chevy Silverado 1500, and 2015 Highlander. The 2015 Highlander, 2016 Silverado, 1998 Silverado, and Sequoia are used by the parties' children. Alicia shall be awarded 2019 Camarro and the children's vehicles, specifically the 2020 Sequoia, a 2016 Chevy Silverado, 1998 Chevy Silverado 1500, and 2015 Highlander. Cole shall be awarded the 2020 Chevy Silverado 3500.



32. The parties acquired other property, specifically, a 2022 Heartland Camper, a 2020 PJ Trailer, a 2013 Polaris Razor, a 2022 Polaris Mayryx 850, and a 2016 Polaris 800 RMK. Said items shall be awarded to Cole, along with any debt associated therein, holding Alicia harmless from said debt.

32. The parties have separated all bank, investment, and retirement accounts. They shall be awarded as the parties have previously divided them.

#### Debts

34. The parties have separated their respective debts. Each party shall be responsible for the debt in each party's name and hold harmless the other party from said debt. Any remaining joint debt shall be divided with Cole being responsible for said debt.

#### Tax Debts

35. The parties have previously been filing jointly. In the event of any tax debt or penalties for years filed jointly, Cole shall be solely responsible for said debts and penalties.

#### Miscellaneous

36. The parties shall be restrained from harassing, intimidating, threatening, stalking, following, abusing, monitoring or otherwise bothering the other party.

37. The parties shall treat each other with respect and neither shall disseminate information about the other to third parties, disparage nor speak negatively to the other.

38. Each party shall pay their own attorney's fees and costs.

**IT IS SO ENTERED.**

**\*\*\*\*\*END OF ORDER\*\*\*\*\***

**\*\*\*EXECUTED AND ENTERED BY THE COURT AS INDICATED  
BY THE STAMP AND SEAL AT THE TOP OF THIS PLEADING\*\*\***

Approved to form by:

/s/ Cole Arnold

Cole Arnold

Electronically signed by Brent Salazar-Hall  
with permission of Cole Arnold via 6-11-24 email.

**NOTICE**

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, Objections to the Form of this proposed order must be filed within seven (7) days.

**CERTIFICATE OF SERVICE**

I hereby certify that on the 11<sup>th</sup> day of June 2024, I emailed the foregoing

**DECREE OF DIVORCE** as listed:

Cole Arnold

Respondent

[colearnold@ymail.com](mailto:colearnold@ymail.com)