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Attorney for Petitioner

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH	
In the Matter of the Marriage of KRISTY STRATTON, Petitioner, & JAMES ROBERT STRATTON, Respondent.	DECREE OF DIVORCE Case No. 254403231 Judge Derek P. Pullan Commissioner Marla Snow

The Petitioner, Kristy Stratton, by and through her attorney, Kimberly D. Washburn, together with Respondent, James Robert Stratton, by and through his attorney, Spencer Thomas, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement and formal Stipulation and Settlement Agreement dated March 23, 2026.

Based upon the parties' Stipulation and Settlement Agreement, the record, the filings herein, and the Court being fully advised and having entered its Findings of Fact and Conclusions of Law, the Court hereby ORDERS, ADJUDGES AND DECREES:

1. The bond of matrimony heretofore existing between the Petitioner and the Respondent is

hereby dissolved and each party is awarded a Decree of Divorce from the other, to be absolute and final upon entry by the Court.

2. **Child.** The parties have one (1) minor child born or adopted of this marriage, to wit: S.S., born in January of 2015.

3. Pursuant to Utah Rule of Civil Procedure 100(a), there are no proceedings involving custody, criminal, protective orders, or delinquency involving the above-named minor child in juvenile court or any other venue.

4. **Legal Custody.** Each of the parties being fit and proper persons, the parties shall have joint legal custody of the minor child.

a. The parties shall discuss all major decisions concerning the child including her health, education, and general welfare, daycare, medical and dental treatment, and therapy.

b. To accomplish this, the parties shall use the following decision-making procedure: (1) Identify the issue; (2) Discuss possible solutions; (3) Consult with any applicable and available experts; and (4) Choose the most sensible solution that considers the needs and interests of everyone involved. (5) If the parties remain at an impasse, they shall attend mediation in an attempt to resolve the issue prior to either party seeking court intervention.

5. **Physical Custody and Parent Time.** Mother is awarded sole physical custody of the minor child, with Father's parent time being as the parties may agree. If the parties cannot agree, Father's parent time shall be as follows:

a. Father's parent time with the minor child shall be pursuant to Utah Code Ann.

§81-9-302. Father's regular weekend parent time will begin April 3, 2026.

b. Father shall have the child on alternating weekends, from Friday at the end of school, or as early as 8:00 a.m. Friday morning if the child is not in school and Father is available to provide personal care, until Sunday night at 7:00 p.m.

c. Father shall also have the child for a mid-week visit on Wednesdays, from the end of school, or as early as 8:00 a.m. if the child is not in school and Father is available to provide personal care, until 8:30 p.m.

6. Transportation. Exchanges shall be as the parties agree. If the parties cannot agree, the following shall apply:

a. The receiving parent shall pick up the minor child for all visits.

b. School-to-school exchanges shall be utilized when appropriate.

c. The parties shall be civil and respectful during all exchanges. Both parties shall say their goodbyes prior to the exchange, so that exchanges can be brief and uneventful. Neither party shall discuss parenting issues during exchanges.

d. A responsible adult third party known to the child and both parties may be utilized for exchanges. Any such third party shall be subject to the same civility obligations as the parties.

7. Holiday Parent Time. Holiday parent time shall be as the parties agree. If the parties cannot agree, holiday parent time shall be based upon Utah Code Ann §81-9-302, as set forth herein:

a. The parties have chosen to remove Juneteenth, Columbus Day, and Veteran's Day from the awarded holidays.

- b.** Holiday parent time shall take precedence over regular parent time, and both parties shall be restrained from interrupting the other's holiday parent time.
- c.** If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.
- d.** If a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:
 - i.** the holiday schedule for Mother's Day or Father's Day;
 - ii.** the holiday schedule for the child's birthday;
 - iii.** the holiday schedule for any holiday that is not Mother's Day, Father's Day, or the child's birthday;
 - iv.** extended parent-time; and
 - v.** the schedule for weekday or weekend parent-time.
- e.** Unless the parties agree otherwise, once the parties have joint physical custody, holiday parent time shall be according to the following schedule:

Holiday	Holiday Time Period	Years Father is Granted Holiday	Years Mother is Granted Holiday
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 at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
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.	Even years	Odd years

	(2) Holiday ends at 7 p.m. on the day before school resumes.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
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 at 7 p.m. on Memorial Day.	Even years	Odd years
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.		All years
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.	All years	
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on 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 at 7 p.m. on Labor Day.	Odd years	Even years
Fall Break	1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
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.	Even years	Odd years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for	Even years	Odd years

	Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.		
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; 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.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

8. Summer Parent Time. Summer parent time shall be as the parties agree. If the parties cannot agree, summer parent time shall be as follows:

- a.** Each parent shall be entitled to exercise up to two (2) consecutive weeks of uninterrupted summer extended parent time. In addition, Father shall be entitled to two (2) additional weeks of interrupted summer extended parent time.
- b.** Each parent shall provide notice of their intended extended summer parent time. During odd-numbered years, Father shall provide notice of his intended extended summer parent time by May 1, and Mother shall provide notice of her intended extended summer parent time by May 15. During even-numbered years, Mother shall provide notice of her intended extended summer parent time by May 1, and Father shall provide notice of his intended extended summer parent time by May 15.

- c. If a parent fails to provide notice as set forth herein within the applicable time period, the non-complying parent shall lose their priority, and the complying parent may schedule their extended summer parent time.
- 9. **Virtual Parent Time.** Each party may have reasonable, uncensored, and unmonitored phone contact with the child while he is with the other parent, including during any travel with the other parent. The child may call either parent at any time, up to two (2) times per week. Both parties shall be supportive of virtual parent time with the other parent.
- 10. **Parenting Plan.** The parties shall adopt the Advisory Guidelines pursuant to Utah Code Ann. §81-9-202 unless otherwise stated herein. In addition, the parties shall adopt the guidelines as follows:
 - a. Both parties shall have access to the child's school, church, and other records and shall include the other party as the parent on such records. The parties shall notify one another within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parties shall be entitled to attend and participate fully;
 - b. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the child's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;
 - c. The parties shall notify the other parent of major injury or illness as soon as reasonably possible involving the child;

- d.** The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;
- e.** The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor child;
- f.** The parties shall notify the other parent of any change of address, email address, cell phone number, and telephone number within twenty-four (24) hours of the change;
- g.** The parent who has the child in his or her care may make minor day-to-day decisions regarding the child without having to consult with the other parent;
- h.** For emergency purposes, whenever the child travel with either parent overnight or longer, the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location;
- i.** Before leaving the United States with the child, the parent taking the minor child will give the other parent at least thirty (30) days' notice and shall provide the complete itinerary required in Paragraph 13(h). The parties shall cooperate in obtaining a passport for the minor child and making that passport available to the traveling parent. When the child is not traveling with Father, Mother shall keep the passport;

- j.** Both parties shall ensure that the minor child attends school. Neither party shall withhold the child from school for travel or other non-illness reasons without the written permission of the other parent;
- k.** The parties shall work together in a reasonable manner to accommodate each other and to provide the child consistency and stability;
- l.** Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule;
- m.** The parties shall not put the child in the middle of disputes between the parents;
- n.** The minor child shall not be used as a messenger between the parents;
- o.** The parties shall maintain safe and appropriate sleeping and living accommodations for the child. The child shall have her own bed;
- p.** Neither parent shall question the minor child about the other parent's activities, personal relationships, or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor child;
- q.** The party with the minor child in his/her care shall be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time;
- r.** Communication between the parties shall solely be about the minor child.

Communication regarding the minor child shall be directly between the parents and shall not involve third parties.

11. Mutual Restraining Order. The parties have stipulated and agreed to the following mutual restraining orders:

- a.** Both parties shall be restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, name calling, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preferences regarding custody or visitation.
- b.** Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes the child's best interest.
- c.** Both parties shall be restrained from discussing divorce issues in front of the child or allowing a third party to do so. The parties shall also be restrained from discussing the child's relationships with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child. Neither party shall request or encourage the child to hold back information from the other party which shall otherwise be divulged to the other party by the other parent.
- d.** Both parties shall be mutually restrained from harassing, threatening, stalking, digitally stalking, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

- e. With the exception of child exchanges as set forth above, neither party shall go the residence or workplace of the other party without written permission.
- f. Both parties shall be mutually restrained from allowing third parties to do in front of the child what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.
- g. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

12. Drugs and Alcohol. Both parties shall abstain from consuming any alcohol when in the presence of the minor child. In addition, both parties shall abstain from partaking of illegal drugs or misusing prescription medications for twenty-four (24) hours prior to or during parent-time with the parties' minor child. The following provisions shall also apply:

- a. The parties shall use their best efforts to ensure that no third party violates this provision while in the presence of the minor child.
- b. The parties shall use their best efforts to ensure that the minor child is never driven by someone who is violating this provision.
- c. For a period of ninety (90) days following entry of the Decree, Mother may elect to have Father take a breath-based alcohol test immediately prior to and during Father's parent time with the minor child. Mother shall be entitled to receive real-time results of that testing. Mother may request a test an hour before the start of Father's parent time and during Father's parent time up to two tests per day, between the hours

of 8:00 a.m. and 10:00 p.m. Mother shall pay all costs associated with this testing. If a test comes back positive for alcohol during Father's parent time, Father shall reimburse Mother for the cost associated with such testing for that month.

13. Child Support. Child support shall be based on Utah Child Support Guidelines and the Child Support Worksheet attached hereto. The parties have established Father's gross monthly income as \$13,000 and Mother's imputed gross monthly income as \$1,257. Consistent with guidelines, Father shall pay child support to Mother in the monthly amount of \$1,187 as follows:

- a. Child support shall be payable one-half on the 5th day of each month and one-half on the 20th day of each month unless the parties otherwise agree.
- b. Child support shall continue until the child turns eighteen (18) or graduates from high school, whichever occurs later.
- c. Payor's income may be subject to income withholding by the ORS in accordance with the Utah Code.
- d. Child support payments shall begin April 1, 2026.
- e. Both parties waive any claim they may have for past child support.

14. Right of First Refusal. Parental care is presumed to be better than surrogate care. Each party shall have first option to provide care for the minor children over any other third party (i.e., surrogate care) if the parent responsible for the minor children is not available during parent time for a period of overnight or longer, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent time under the right of first refusal shall (a) provide all transportation to and from parent time and (b) provide direct parental care.

15. School Fees and Extracurricular Expenses. Mandatory school fees and

extracurricular expenses shall be divided as follows:

- a.** The parties shall be equally responsible for the child's school fees.
- b.** The parties shall be equally responsible for any extracurricular activities that are agreed upon in writing by both parties. If the parties do not agree on an extracurricular activity, one party may enroll a minor child in such an activity but will do so at his or her sole expense.
- c.** Neither party may obligate a child to an unapproved extracurricular activity which infringes on the parent time of the other parent.

16. Medical, Dental and Other Healthcare Expenses. In accordance with Utah Code Ann.

§81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor child shall be provided by both parties, if it's available at a reasonable cost.

- a.** If, at any time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Mother shall be considered the secondary coverage for the child.
- b.** Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child 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.

c. Each 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.

d. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

e. Each 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 shall 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 shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

f. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a

claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

17. Childcare Expenses. Pursuant to Utah Code Ann. §81-6-209, both parties shall share equally all reasonable and necessary work-related childcare expenses.

- a.** The parties shall cooperate to give each other the first right of refusal to provide childcare prior to employing paid childcare.
- b.** Family childcare shall be sought before paid childcare. Childcare provided by family members shall be deemed to be free.

18. Tax Exemptions. Tax exemptions for the minor child shall be awarded as follows:

- a.** For tax year 2025, the parties shall file joint tax returns and shall equally divide any refund or tax shortfall.
- b.** Starting with tax year 2026, Father shall claim the child in even years, and Mother shall claim the child in odd years.
- c.** If, on December 31 of any year, either party is behind on any support payments ordered, that party shall waive their right to claim any minor child for that year.
- d.** The parties shall follow all IRS guidelines as to filing status.

19. Real Property. During the course of the parties' marriage, the parties acquired a certain parcel of real property located at 1607 East 300 South, Springville, Utah (the "Home"). The Home shall be awarded to Father as his sole and separate property, subject to Father paying Mother her share of the equity in the Home as set forth herein. The following terms and conditions shall apply:

- a.** Father shall have the exclusive right to reside in the Home.
- b.** Father shall be solely responsible to pay the mortgage, tax, insurance, and utility payments for the Home.
- c.** The parties agree that a portion of the equity in the Home is Father's premarital property and interest. Accordingly, the marital equity in the Home shall be determined as follows:
 - i.** The parties shall obtain an appraisal on the Home from a mutually-agreed licensed Real Estate Appraiser. The parties shall attempt to agree upon an Appraiser on or before March 26, 2026. If they cannot agree, Mother shall provide Father a list of not fewer than three (3) licensed appraisers, and Father shall select one of the names on the list within seven (7) days of his receipt thereof. The Appraiser shall provide the market value of the Home (the "Appraised Value"). Both parties shall use their best reasonable efforts to expedite the appraisal process.
 - ii.** The total equity shall be determined by taking the Appraised Value and subtracting the current mortgage balance for the first mortgage on the Home

(the "Total Equity"). One-third of the Total Equity shall be awarded to Father as his premarital equity in the Home.

iii. The outstanding balance of the Home Equity Line of Credit ("HELOC") shall then be deducted from the remaining two-thirds of the Total Equity, which shall result in the marital equity of the Home (the "Marital Equity"). The Marital Equity shall be divided equally between the parties.

iv. Example (for illustration purposes only): The Total Equity in the Home is \$300,000 after deducting the balance of the first mortgage. One-third of that Total Equity, or \$100,000, is Father's pre-marital interest. The HELOC balance of \$25,000 is then deducted from the remainder, leaving a Marital Equity of \$175,000. That amount shall be divided between the parties, and Father would then pay Mother the sum of \$87,500 as and for her share of the Marital Equity.

d. No further encumbrances shall be put on the Home. If an encumbrance is necessary to pay Mother her share of the Marital Equity, that shall be permissible.

e. Father shall make this payment to Mother within ninety (90) days following receipt of the Appraisal Report.

f. If Father is unable to pay Mother this sum when due, Father shall list the Home for sale with a licensed Realtor and shall thereafter use all reasonable diligence to sell the Home.

g. Mother shall execute a quitclaim deed relinquishing her right, title, and interest in the Home. Father shall prepare and present the quitclaim deed to Mother, who shall execute the same within three (3) days of her receipt of her share of the Marital

Equity.

h. If the Home is sold for Father's failure or inability to pay Mother her share of the Marital Equity, the proceeds shall be applied as follows:

- i.** First, to pay any sales commissions and closing costs due from the parties;
- ii.** Second, to pay off any mortgage or other loans outstanding against the Home, including the first mortgage;
- iii.** Third, to reimburse the party who paid for any necessary and mutually agreed repairs to the Home during the sale process, if any; and
- iv.** Fourth, Mother shall receive her share of the Marital Equity as calculated pursuant to this Paragraph 19; and
- v.** Fifth, any remaining proceeds shall be delivered to Father.

20. Alimony. Given the income disparity between the parties and demonstrated need, Mother shall be awarded alimony in the amount of \$2,000 per month. Such alimony shall be paid as follows:

- a.** Alimony shall begin April 1, 2026.
- b.** Alimony shall be payable one-half on the 5th day of each month and one-half on the 20th day of each month unless the parties otherwise agree.
- c.** Alimony shall be payable for a total period of seventy-eight (78) months.
- d.** Alimony shall continue until the first to occur of the following:
 - i.** The death of either Father or Mother; or
 - ii.** Mother's remarriage or proven cohabitation by a Court finding; or
 - iii.** Payment of the alimony obligation for September 2032.

21. Vehicles. During the marriage, the parties acquired certain vehicles, which shall be awarded as follows:

- a.** Father shall be awarded the 2005 Nissan Titan. Father shall be solely responsible for all payments, insurance, repairs, and upkeep of this vehicle.
- b.** Mother shall be awarded the 2021 Hyundai Santa Fe. Mother shall be solely responsible for all payments, insurance, repairs, and upkeep of this vehicle.
- c.** Each party shall remove the other party from title and refinance the vehicles awarded to them no later than thirty (30) days from entry of the Decree.
- d.** If either party becomes fifteen (15) days late on a payment for which the other party is on the loan, that vehicle shall be immediately placed for sale and sold to satisfy the loan. The party awarded that vehicle shall be solely entitled to all sale proceeds and shall be solely obligated for any deficiency upon such sale. If a party chooses to sell a piece of property awarded to him/her, or when a party refinances, the other party shall fully cooperate in that process, including by signing all requisite documents.
- e.** Beginning April 1, 2026, each party shall maintain and pay for their own automobile insurance policy.
- f.** Each party shall indemnify and hold the other harmless from any vehicle(s) awarded to him/her.

22. Personal Property. During the course of the marriage relationship, the parties have acquired certain personal property. The parties have divided the personal property between themselves. Each party shall be awarded the personal property currently in their possession. If a

dispute arises regarding any items of personal property, they shall return to mediation prior to seeking court intervention.

23. Debts. During the marriage, Father and Mother acquired certain debts. In order to equitably resolve these issues, each party will assume, and hold the other harmless from liability on, the following debts:

Creditor	Approx. Balance	To Be Paid By
First Mortgage on Home	Balance	Father
HELOC on Home	Balance	Father
Loan on Mother's 2021 Hyundai Santa Fe	Balance	Mother
Father's credit cards	Balance	Father
Mother's credit cards	Balance	Mother

- a. Except as otherwise set forth above, each party shall be responsible for any debts in his/her own name and not in the name of the other party.
- b. Any joint debts later discovered and not addressed herein shall be the responsibility of the party who incurred the debt.
- c. Each party shall hold the other harmless on debts in that parties' name, whether listed in the parties' stipulation or not.

24. Financial Accounts. During the marriage, the parties opened certain financial accounts. Those accounts shall be divided as follows:

- a. Each party shall be awarded any accounts currently in their own name.
- b. The parties are aware of no joint accounts that need to be divided.

25. Retirement. During the marriage, Father accumulated or added to a 401(k) retirement account. The marital portion of this account shall be divided fifty-fifty (50/50) between the parties as follows:

- a. The parties agree to utilize Dustin Hardy to prepare the QDRO.
 - b. Both parties shall provide all requested information to Mr. Hardy within a reasonable time and shall sign any required documents to complete the QDRO.
 - c. The valuation date of the QDRO shall be the date of entry of the Decree.
 - d. The parties shall each pay one-half of the total cost of preparing the QDRO.
 - e. The retirement account shall be adjusted for market fluctuation from the valuation date to the date of account segregation.
26. **Maiden Name.** If she so chooses, Mother shall be entitled to legally change her name to her maiden name of KRISTY BABBITT.
27. **Dispute Resolution.** If a dispute arises between the parties, they shall return to mediation prior to filing an action in court. Enforcement actions may be filed directly with the court without mediation.
28. **Cooperation.** Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, to divide automobile insurance policies, and to cooperate in every other way necessary or proper to ensure that the Decree of Divorce is fully satisfied.
29. **Attorney Fees.** Both parties shall pay their own attorney's fees in this matter.
30. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

****JUDGE'S ELECTRONIC SIGNATURE APPEARS AT THE TOP OF PAGE ONE****

Approved:

/s/ Spencer Thomas*

Spencer Thomas

Attorney for Respondent

*Electronically signed by Kimberly Washburn for Spencer Thomas with written permission
4/7/26

RULE 7 NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, please take notice that the undersigned will submit the foregoing Decree of Divorce to the Court for signature and entry upon the expiration of seven (7) days after service or upon written objection.

DATED this 6th day of April, 2026.

/s/ Kimberly D. Washburn

Kimberly D. Washburn

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served in the manner designated upon the following:

Spencer Thomas

Attorney for Respondent

Via email: spencer@esplinweight.com

DATED this 6th day of April, 2026.

/s/ Kimberly D. Washburn

Kimberly D. Washburn