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Attorney for Corieann Scarbrough

IN THE FOURTH JUDICIAL DISTRICT COURT

IN AND FOR UTAH COUNTY, STATE OF UTAH

<p>In the Matter of the Marriage of:</p> <p>CORIEANN SCARBROUGH,</p> <p>Petitioner,</p> <p>and</p> <p>JARED B. SCARBROUGH,</p> <p>Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Civil No. 254401709</p> <p>Judge Shawn R. Howell Commissioner Marla Snow</p>
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This matter came before the Court on the parties' Stipulation and Settlement Agreement ("Stipulation") entered into by Petitioner, Corieann Scarbrough ("Corie" or "Mother"), and Respondent, Jared B. Scarbrough ("Jared" or "Father"). The Court, having reviewed the Stipulation, having entered written and detailed Findings of Fact and Conclusions of Law, and having being fully advised in the premises, and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1. The Parties are granted a Decree of Divorce upon the grounds of irreconcilable

differences, and the marriage between Corie and Jared be and the same is hereby dissolved, and the parties are hereby free and absolutely released from the bonds of matrimony and all the obligations thereof with said Decree to become final upon signing and entry.

2. Children. There are three children born as issue of this marriage, three of whom are minors, namely: EAS (born August 2007); BJS (born May 2009); HMS (born February 2013).

PARENTING PLAN

3. Custody/Parent-time. The parties are awarded joint legal custody of their minor children. In the interest of keeping the children in their neighborhood, community, church congregation, and schools, Mother is awarded primary physical custody of the minor children. Parent-time with the children shall be at reasonable times and places as the parties may agree. The parties shall consider the ages, preferences, and schedules of the minor children when determining a parent-time schedule. The parties shall make a good faith effort to maintain a fair and reasonable schedule that accommodates parent-time with each parent. If the parties cannot agree, Father's parent-time shall be pursuant to Utah Code Annotated § 81-9-302 as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1			Father from 5:30 pm to 8:30 pm		Father at 6:00 p.m.	Father	Father until 7 p.m.
Week 2			Father from 5:30 pm to 8:30 pm				

a. For all parent-time, the receiving parent shall be responsible for pick-up, unless alternative arrangements are made, such as transportation by the children.

b. Father shall have parent-time on Wednesday evening from 5:30 p.m. to 8:30 p.m. Father will pick up the children from Mother's residence. He will drop the children off at Mother's residence at the conclusion of his parent-time. If Father cannot exercise that parent-time, Mother shall reasonably accommodate a request by Father for a different day as necessitated by work or school schedules or other commitments, so long as Father provides sufficient notice.

c. Father shall have alternate weekends beginning at 6:00 p.m. on Friday until 7:00 p.m. on Sunday.

d. Holidays shall be as the parties can agree. In the event they cannot agree, the parties shall exercise the holiday parent-time outlined in Utah Code Annotated § 81-9-302 as follows:

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

		<p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following President's Day; or</p> <p>(b) at 8 a.m. on the day following President's Day if there is no school.</p>
Father	Mother	<p>Spring Break</p> <p>(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following the end of spring break; or</p> <p>(b) at 8 a.m. on the day following the end of spring break if there is no school.</p>
Mother	Father	<p>Memorial Day</p> <p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following Memorial Day; or</p> <p>(b) at 8 a.m. on the day following Memorial Day if there is no school.</p>
Father	Mother	<p>July 4th</p> <p>(1) Holiday begins on July 3rd at 6 p.m.</p> <p>(2) Holiday ends on July 5th at 6 p.m.</p>
Mother	Father	<p>July 24th</p> <p>1) Holiday begins on July 23rd at 6 p.m.</p> <p>(2) Holiday ends on July 25th at 6 p.m.</p>
Father	Mother	<p>Labor Day</p> <p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following Labor Day; or</p> <p>(b) at 8 a.m. on the day following Labor Day if there is no school.</p>
Father	Mother	<p>Fall Break</p> <p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following the end of fall break;</p> <p>or</p>

		(b) at 8 a.m. on the day following the end of fall break if there is no school.
Mother	Father	Halloween (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.
Mother	Father	Thanksgiving (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.
Father	Mother	First Half of Christmas Vacation, including Christmas Eve and Christmas Day (1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.
Mother	Father	Second Half of Christmas Vacation (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.
Father	Mother	The day before or after children's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Mother	Father	Children's actual birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Father	Father	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.
Mother	Mother	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.
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4. Notification of Extended Time. Both parties are entitled to extended parent-time during the summer. Father may have two (2) two-week periods, separated by at least four weeks, at his option. One of these periods shall be uninterrupted parent-time and the remaining period shall be subject to parent-time for Mother. Mother shall have an identical two-week period of uninterrupted parent-time. Summer parent-time may not interfere with a holiday awarded to the other parent. Both parents shall provide notification of extended parent-time (including the two weeks of uninterrupted parent-time in the summer) or vacation weeks with the children. In odd-numbered years, Father shall provide notice to Mother by May 1, and Mother shall provide notice to Father by May 15. In even-numbered years, Mother shall provide notice to Father by May 1, and Father shall provide notice to Mother by May 15. If a parent fails to provide a notification within the time periods described, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods described, first parent to provide notice may determine the schedule for summer break for the other parent. Neither party shall be required to exercise extended parent-time, and it shall not be used against either party if that time is not exercised.

5. Legal Custody. The parties shall share joint legal custody, and Mother shall be designated as the primary and residential parent.

a. Access to Records. Both parties shall have access to medical records, school records, court records, and any other information or records concerning their children.

b. 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.

c. Emergency Care. In the event of medical emergency, either parent may take the children to receive medical attention and must inform the other parent within three (3) hours.

d. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of the Decree, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. In the event the parties cannot agree on a time-sensitive health, welfare-related decision Mother shall have interim decision-making authority. Either party may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

6. The parties shall adopt Utah Code § 81-9-202 as the binding parenting plan with additions as follows:

a. Educational Plan. The children will attend school from Mother's residence. The parties shall both have access to school records. Both parties shall be able to check out the children on their respective parent-time. Each parent shall be responsible

for ensuring that the children complete any homework or school assignments on his or her parent-time. Each parent shall be responsible for getting the children to school on time and to/from the children's necessary activities or appointments.

b. Communication. The parties shall discuss all parenting concerns by text or e-mail, and they shall not use their children to deliver messages. The parties shall use phone or text contact for emergencies or changes on the day of the exchange. The parties shall be civil with one another. All communication shall be limited to issues regarding the minor children or implementation of the Decree of Divorce. Neither party shall engage in threats, accusations, name calling, swearing, or uncivil communication.

i. The parties shall respond within twenty-four (24) hours for any communication related to visitation or the children's needs. If twenty-four (24) hours is not possible, the party shall make every effort to respond within forty-eight (48) hours.

c. 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.

i. Parents shall make reasonable efforts to allow the children to answer all calls made by parent within normal and reasonable hours. Parents shall not interfere or inhibit the children's conversations. Parents shall provide the

children with privacy when they are on the phone with the other parent and shall not monitor communication. Not monitoring communication is only limited to communication with the other parent. Both parents retain the right to monitor and enforce responsible usage of cell phones with minors.

ii. Neither parent shall text or call the children to excess during the other parent's parent-time. Communication shall be reasonable and not interfere with the other parent's time.

d. Travel. When the children travel with either parent overnight, all of the following shall be provided to the other parent within 24 hours of the trip being scheduled:

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

e. Notification of Children's Events. Both parents shall have access to information and shall 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 and cannot easily get access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.

f. 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.

g. Accommodations. Each parent shall maintain safe and appropriate sleeping and living accommodations for the minor children.

h. First Right of Refusal. Each parent shall have first option to provide care for the children over any other third party if the parent responsible for the children is not available for a period of overnight or longer and the other parent is personally available and willing to provide the care and the transportation.

i. Mutual Restraining.

i. Both parties shall be restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the children.

ii. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

iii. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from 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 children are with the other parent and from allowing any other person to do so.

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

v. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

vi. Both parties are restrained from posting negative remarks about the other parent on social media.

vii. Both parties are restrained from putting the children in the middle of parenting issues; neither parent shall communicate through the children or ask the children to convey information between parents.

viii. Neither parent shall ask the children to keep secrets from the other parent.

ix. For any of the above mutual restraints, both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing. The parties have an affirmative duty to use his or her best efforts to prevent third parties from violating such restraints, including removing the children from the presence of the third party who is in violation of the restraints outlined herein.

j. Relocation. If either party moves more than 50 miles from the residence of the other parent, they shall be bound by the requirements of Utah Code Annotated § 81-9-209.

k. Sharing of Child-Related Expenses. The parties shall equally be responsible for necessary school fees of the minor children. The parties shall equally share the costs of extracurricular expenses of the minor children that are agreed to in writing.

7. Division of Accounts. According to Utah Code Annotated § 15-4-6.7 each party shall elect for dental, medical and school expenses to be created and billed in separate accounts for each parent so that the parents are not jointly obligated.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

8. Support Payments. Father shall pay to Mother combined child support and alimony as follows:

a. \$4,850 per month through May 31, 2026, of which \$900 is child support and \$3,950 is alimony. This child support amount shall terminate on May 31, 2026;

b. \$4,550 per month beginning June 1, 2026 and continuing through the May following BJS's graduation from high school, of which \$600 is child support and \$3,950 is alimony. This child support amount shall terminate on May 31, 2027;

c. \$4,250 per month beginning June 1 following BJS's graduation from high school and continuing through the May following HMS's graduation from high school, of which \$300 is child support and \$3,950 is alimony. This child support amount shall terminate on May, 31, 2031;

d. \$3,950 per month as alimony beginning the June following HMS's graduation from high school and continuing through December 31, 2041;

e. \$3,500 per month beginning January 1, 2042, and continuing through December 31, 2043; and

f. \$3,000 per month beginning January 1, 2044, and continuing through December 31, 2046.

The base child support and alimony shall be paid in one monthly sum, but the child support comports with the Child Support Guidelines. To the extent the monthly support figure differs from the base child support award, that remainder sum is alimony. The combined figure is

for settlement purposes, with alimony adjusting as appropriate to ensure that Mother receives the support sum herein. Payments shall be made one-half on the 5th day of each month and one-half on the 20th day of each month, unless otherwise agreed by the parties. Alimony shall terminate upon the earliest of the death of either party, Mother's remarriage, Mother's cohabitation as defined by Utah law, or on December 31, 2046, as specified above, unless otherwise ordered by the Court. Pursuant to UCA § 81-6-213, child support for a child shall terminate at the time: 1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or 2) the child dies, marries, or becomes a member of the armed forces of the United States, or 3) the child is emancipated in accordance with UCA § 80-7-102. Pursuant to UCA § 81-6-202(10), the parties are hereby notified of the opportunity to adjust child support pursuant to UCA § 81-6-212.

9. Medical/Dental Expenses. The parties shall provide health care coverage for the minor children pursuant to Utah Code Annotated §81-6-208. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor children in accordance with Utah Code Annotated § 81-6-208. Father is currently providing the children's health insurance.

a. Father shall pay the out-of-pocket costs of the premium for health insurance.

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 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 children as indicated.

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 plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children is 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.

e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

10. Car Insurance. Mother and Father shall split the out-of-pocket cost of the children's portion of the premium for car insurance and shall also split the out-of-pocket cost of any deductible related to the children. The children shall remain on the Mother's car insurance

policy. This splitting of the children's portions of the costs for car insurance out-of-pocket premiums and deductibles shall end as each child reaches the age of 21.

11. Dependency Exemption/Tax Credit. The parties shall alternate the dependency exemption/tax credit for the minor children as follows:

- a. Mother shall claim the three qualifying children in 2025.
- b. While there are two qualifying children, Mother shall claim BJS and Father shall claim HMS.
- c. While there is one qualifying child, the parties shall alternate the dependency exemption/tax credit for the minor child. Mother shall be entitled to claim the minor child as a dependency exemption/tax credit for even-numbered tax years, and Father shall claim the minor child as a dependency exemption/tax credit for odd-numbered tax years.

12. Real Property. During the course of the marriage, the parties acquired a home located at 3322 North Alpine Vista Way, Lehi, Utah 84048 (the "Marital Home"). The present value of the Marital Home is \$799,000. There is a mortgage on the Marital Home with a current balance of \$285,529.73. Mother shall be awarded the Marital Home, free and clear from any claim by Father after the pay-out to Father as described herein. The Father shall also be free and clear of all obligations, risks, liability, and costs associated with the Marital Home. Mother shall obtain new financing, removing Father from all financial obligations to the Marital Home. Mother shall pay Father \$150,000.00 within fourteen (14) business days of the entry of a Decree of Divorce by the Court. Within one (1) month of receiving said payment, Father shall sign and

execute a Quit Claim Deed, awarding Mother sole title in the home. Additionally, Mother shall take a \$86,182.64 reduction in her 50% share of Father's T. Rowe Price retirement account as additional payment to Father for the value of the Marital Home, which shall be reflected in the Qualified Domestic Relations Order. Mother shall transfer all utilities related to the real property at 3322 N Alpine Vista Way Lehi, UT 84048 into her name within 30 days of the transfer of the title to Mother's sole name. Mother shall also obtain any insurance required for the home in her name upon refinancing and closing on the home.

13. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2023 Toyota Highlander	Mother
2018 Honda Pilot (and all equity therein, no debt owing)	Father
Mother's personal belongings and effects	Mother
Father's personal belongings and effects	Father

a. Each party shall cooperate to sign any necessary documents to transfer the title into the name of the party to whom the vehicle is awarded within fourteen (14) business days of the signing of the Stipulation.

b. Father shall remain on the loan for the 2023 Toyota Highlander, but Mother shall assume responsibility for any and all debt associated with the vehicle and shall hold Father harmless therefrom.

c. The parties shall cooperate to divide any remaining personal property not listed herein. If there is any disagreement, the parties shall schedule mediation with a mutually agreed upon mediator, each paying half of the cost, for the purposes of personal property division only.

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

<i>Debt Description:</i>	<i>Obligation of:</i>
All debt in Father's individual name	Father
All debt in Mother's individual name	Mother

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

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

c. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not made in a timely manner, the secured asset must be placed immediately on the market for sale, with proceeds going to the payoff of the loan, in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating,

may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

15. Checking and Savings Accounts. The checking and savings accounts shall be divided as follows:

<i>Account:</i>	<i>Awarded to:</i>
Jordan Credit Union – 1-565	Mother

a. The parties shall sign any documents necessary to remove their name from accounts awarded to the other party within fourteen (14) days of the signing of the Stipulation, if applicable.

16. Division of Retirement or Defined Contribution Accounts. During the marriage, the parties acquired retirement and investment accounts. Father has a T. Rowe Price Account with an approximate balance of \$215,349.00, a Findley Davis Account with an approximate balance of \$75,752.14, and a Mutual of America Account with an approximate value of \$125,937.29.

a. With the exception of the T. Rowe Price Account – which shall be divided as indicated with respect to the Marital Home with Mother taking less than her 50% share – the value of all retirement and investment accounts shall be equally divided between the parties as the date of the entry of the Decree of Divorce.

17. Division of Pension or Defined Benefit Plans. Father has an interest in a defined benefit pension plan or similar retirement benefit accrued during the marriage. The marital portion of that pension shall be divided equally between the parties.

a. Marital Portion. The marital portion of any pension shall be determined using the *Woodward* formula/coverture formula, whereby the numerator shall be the number of months of credited service earned during the marriage and the denominator shall be the total number of months of credited service earned under the plan at the time the benefit becomes payable. Each party shall be entitled to one-half ($\frac{1}{2}$) of the marital portion of any pension benefit payable to the other party.

b. Distribution of Benefits. Mother shall receive her share of the pension at the earliest time Father becomes eligible to receive retirement benefits under the terms of the plan.

c. Survivor Benefits. To the extent permitted by the plan, Mother shall be designated as the surviving spouse for purposes of any qualified joint and survivor annuity or survivor benefits necessary to preserve Mother's awarded share of the pension. Father shall not take any action that would reduce, defeat, or impair the survivor benefit interest awarded herein.

d. Election of Benefits. Father shall not elect any form of distribution, early withdrawal, lump sum payment, loan, or other option that would reduce or eliminate Mother's awarded interest without Mother's written consent or further order of the Court.

e. Cooperation and Disclosure. Father shall provide Mother with all available plan information, summary plan descriptions, benefit statements, and plan administrator contact information necessary to prepare the required domestic relations order and determine the marital share of the pension.

18. Domestic Relations Orders. The parties shall cooperate in the preparation and entry of any Qualified Domestic Relations Order (QDRO) or other domestic relations order required by the plan administrator(s) to effectuate the division of the pension and retirement benefits consistent with this Decree. Within sixty (60) days of the entry of the Decree of Divorce, the parties shall contact a qualified professional of their choice, such as Rori Hendrix or Ben Lieberman, who shall determine the total value of the retirement as of the date of the entry of the Decree of Divorce, plus market gains and losses until division. The professional shall prepare any necessary Qualified Domestic Relations Orders to award the accounts to Father or Mother. The parties shall split the respective cost for the QDROs, including all fees for the professional and cooperate in all regards to have the QDROs processed.

19. Disclosure of Accounts. The parties have fully disclosed all financial and retirement accounts including the full and complete balances of the same. In the event a party failed to disclose any bank account, stock account, retirement account, bitcoin or cryptocurrency, or any other type of investment or financial account, the party who failed to disclose shall lose the account in its entirety to the other party.

20. Name. Mother shall have the option of restoring her name to “CorieAnn DeSpain” if she so chooses.

21. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

22. Divorce Education. Both parties shall complete the required divorce classes and file the certificates within fourteen (14) days of the signing of the Stipulation.

23. Drafting. Both parties have participated actively in the drafting and revising of the provisions herein. Both parties and their counsel have had an opportunity to read the provisions herein and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties. Each of the parties has contributed to the drafting of the provisions herein, and no provision shall be construed against any party as being the draftsman thereof. The provisions herein shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the provisions herein to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

24. Attorney's Fees and Costs. Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action. If a party is forced to file a Motion to Enforce to effectuate the provisions herein and prevails, that party shall be awarded all reasonable attorney fees related to that enforcement action.

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

questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated herein.

End of document - *See electronic signature, date and seal on first page*

Approved as to Form:

HUNDLEY & HARISON

/s/* Jared Erikson

Jared Erikson

Attorney for Respondent

*Electronically signed by Kayla H. Quam
with permission from Jared Erikson

RULE 7 NOTICE

Pursuant to Rule 7 the UTAH RULES OF CIVIL PROCEDURE, all parties are hereby notified that any written objections to the form of the foregoing order shall be filed with the Court and a copy served on the party preparing within seven (7) days from the date this proposed order is served. If no objections are filed within that time, the original hereof shall be forwarded to the Court for signature and entry.

CERTIFICATE OF SERVICE

I hereby certify that on the 13th day of April, 2026, a true and correct copy of the foregoing was served pursuant to statute by the method indicated below, to the following:

Jared Erikson Cory Hundley jared@hundleyharrison.com cory@hundleyharrison.com <i>Counsel for Respondent</i>	<input type="checkbox"/> U.S. Mail, Postage Prepaid <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Hand-Delivered <input type="checkbox"/> Facsimile Transmission <input type="checkbox"/> Overnight Mail
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/s/ LeAnn Searcy
LEANN SEARCY
Paralegal to Kayla H. Quam