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**IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

CHARITY BETH ENNISS,

Petitioner,

and

TRAVIS ENNISS,

Respondent.

DECREE OF DIVORCE

Case No.: 254402281

Hon. Judge: Sean Petersen

Commissioner: Marian Ito

Based upon the Stipulation and Property Settlement Agreement (“Stipulation”) entered by the Parties (Petitioner Charity Beth Enniss, (“Charity” or “Petitioner”) and Respondent Travis Enniss (“Travis” or “Respondent”) (Petitioner and Respondent collectively referred to as the “Parties or “Parents” or individually as a “Party” or a “Parent”) which is fully incorporated herein by reference, the Affidavit of Jurisdiction and Grounds, and the Court, having previously entered Findings of Fact and Conclusions of Law, and being fully advised;

IT IS HEREBY ORDERED ADJUDGED AND DECREED:

1. Petitioner is awarded a Decree of Divorce from Respondent on the ground of irreconcilable differences.

GENERAL PROVISIONS

2. Each of the Parties has had a full and adequate opportunity to consult with legal counsel concerning the legal implications and consequences of the Parties' Stipulation (or have waived their right to do so), and each Party further acknowledged he or she has entered into that Stipulation of his or her own free will and choice and in the absence of duress, coercion, undue influence, or impairment caused by any prescription drug or medicine or other drugs or alcohol. Each Party further acknowledged that he or she equally participated in the drafting of that Stipulation and that he or she voluntarily entered into that Stipulation with full knowledge and acknowledgment that they were free from any mental, emotional or psychological illness, impairment or condition that may have prevented them from understanding and agreeing to the terms therein. The Parties also acknowledged and agreed that their Stipulation was a fair and full settlement, that each Party was familiar with the values of any assets or debts addressed herein and that no further disclosures were needed.

3. The Parties acknowledged jurisdiction of this court, consent thereto, and agreed that this Court may enter judgment in accordance with the terms and conditions of the Parties' Stipulation.

Grounds and Jurisdiction

4. Petitioner is an actual and bona fide resident of Utah County, State of Utah, and has been for at least three (3) months prior to the filing of this divorce action. Respondent is a resident of Salt Lake County, State of Utah.
5. The Parties are husband and wife, having been married on October 3, 2008, in Pima County, State of Arizona.
6. Irreconcilable differences have arisen between the Parties making the continuation of the marriage impossible.
7. Neither Party is on active duty in the military.
8. The Parties have two minor children, to wit: D.B.E. (born June 19, 2009), and E.T.E. (born November 4, 2011) (collectively, the “children”, or individually, a “child”).
9. No person not a Party to this action has physical custody of the minor children or claims rights to them.
10. The minor children have lived with both Parties for the duration of their lives.
11. Utah is the home state of the Parties’ minor children as defined in Utah Code § 78B-13-102(7) in that the children have resided in the State of Utah for at least six (6) months prior to the filing of the Petition, and no other state has assumed jurisdiction over them.
12. Neither Petitioner nor Respondent is or has been receiving public assistance as defined in Utah Code § 62A-11-303(3) and hence the State of Utah, Department of Social Services Office of Recovery Services need not be joined in this action.
13. Neither Petitioner nor Respondent is under any court-ordered obligation for the support of any other person.

14. During the course of the marriage, the Parties have acquired interests in real and personal property and incurred certain debts.

15. As a consequence of the foregoing, and in an effort to resolve all issues concomitant to their divorce, the Parties desired to enter into a binding Stipulation.

16. **Breach of Stipulation.** In the event either Party defaults in his or her obligations to the Parties Stipulation, the Party that the court finds to be in contempt shall be liable to the other Party for all reasonable expenses, including attorney and expert fees, and court costs incurred in the enforcement of the obligations created under the Parties' Stipulation.

17. **Final Agreement.** The Parties agreed that their Stipulation was a complete settlement of all rights either Party may have had in the other's property, whether presently existing or hereafter acquired.

18. **Choice of Law/Severability.** The Parties agreed that their Stipulation and all rights and obligations of the Parties thereunder shall be construed according to the laws of the State of Utah without regard to conflicts of law. If any term, paragraph, or provision of the Stipulation is held invalid or unenforceable for any reason, the remainder of the Stipulation shall continue in full force and effect.

19. **Divorce Decree.** This Divorce Decree shall incorporate the terms set forth in their Stipulation.

Legal Custody

20. The Parties shall be awarded joint legal custody of the minor children.

Physical Custody

21. The Parties shall be awarded joint physical custody of the minor children, with Petitioner's residence being designated the primary custodial residence for purposes of religious records and school and educational participation. The Court further orders as follows:

a. On an annual basis, the minor children shall spend two hundred fifty-four (254) overnights with Petitioner and one hundred eleven (111) overnights with Respondent.

b. Respondent will have Parent-time pursuant to Utah Code § 81-9-302 including holidays and extended Parent-time. Respondent's midweek visits shall be Wednesdays (5:30 p.m. to 8:30 p.m.).

c. Exchanges of the minor children shall occur at their respective residences with the Party starting his or her Parent-time responsible for transportation.

d. The Parties will share holidays, as follows:

Holiday	Holiday Time Period	Petitioner	Respondent
MLK, Jr. Day	(1) Holiday begins Friday at: (a) 9am if school is not in session and the Parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6pm at the election of the Parent granted the holiday. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 2pm on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9am if school is not in session and the Parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6pm at the election of the Parent granted the holiday.	Even years	Odd years

	(2) Holiday ends: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 2pm on the day following President's Day if there is no school.		
Spring Break	(1) Holiday begins at 6pm on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 2pm on the day following the end spring break if there is no school.	Odd years	Even Years
Memorial Day	(1) Holiday begins Friday at: (a) 9am if school is not in session and the Parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6pm at the election of the Parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 2pm on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9am (2) Holiday ends on Mother's Day at 7pm	All years	
Father's Day	(1) Holiday begins on Father's Day at 9am (2) Holiday ends on Father's Day at 7pm		All years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6pm on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9am on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6pm on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence	(1) Holiday begins on July 3 rd at 6pm	Odd years	Even years

Day	(2) Holiday ends on July 5 th at 6pm		
Pioneer Day	(1) Holiday begins on July 23 rd at 6pm (2) Holiday ends on July 25 th at 6pm	Even years	Odd years
Labor Day	(1) Holiday begins Friday at: (a) 9am if school is not in session and the Parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6pm at the election of the Parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 2pm on the day following Labor Day if there is no school.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6pm on the day before Columbus Day. (2) Holiday ends at 7pm on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6pm on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 2pm on the day following the end of fall break if there is no school.	Even years	Odd years
Halloween	(1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4pm if there is no school. (2) Holiday ends at 9pm on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6pm on the day before Veterans Day. (2) Holiday ends at 7pm on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday before Thanksgiving at: (a) 6pm; 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	Even years	Odd years

	the minor child to school on the Monday following Thanksgiving; or (b) at 2pm on the Monday following Thanksgiving if there is no school.		
Winter Break (First Half)	(1) Holiday begins at: (a) 6pm on the day 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 27 th at 7pm.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27 th at 7pm (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3pm (2) Holiday ends at 9pm	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3pm (2) Holiday ends at 9pm	Odd years	Even years

22. For extended Parent-time, the Parties shall follow Utah Code § 81-9-302. Petitioner will designate her extended Parent-time (two weeks interrupted and two weeks uninterrupted) in odd years by May 1st and Respondent will designate his extended Parent-time (two weeks interrupted and two weeks uninterrupted) by May 15th. In even years, Respondent will designate his extended Parent-time by May 1st and Petitioner will designate her extended Parent-time by May 15th. The Parties shall not stack their extended Parent-time onto his or her regular Parent-time or holiday Parent-time, and neither Party shall have more than 14 consecutive days at any time unless agreed upon in Writing (as defined in Section 65(c)).

23. The minor children shall have open communication with both Parents and may call the other Parent at any reasonable date and time as a child may request. Each Parent exercising Parent-time will make the children available for a phone call on the Saturday during his or her weekend Parent-time.

24. During extended Parent-time in the winter and summer months, the other Parent may call the children at reasonable times to check in.

25. If Parent has a need for a change in their weekly designated Parent time they will inform and send a Written request to the other Party no later than 2 weeks before the requested change, if possible, OR within a reasonable amount of time given the circumstances.

Parenting Plan

26. The Parties shall follow the following parenting plan:

- a. The Parties should be restrained from using corporal punishment on the minor children.
- b. The Parties should exchange information concerning the health, education, religious upbringing and welfare of the children and confer before making any decisions concerning these areas in the absence of an emergency (as defined in Section 65(b)). Each Party will provide contact information for any medical providers for the minor children, and if any appointments are set by a Party he/she will inform the other Party of the appointment within 48 hours. If the other Party is unable to attend the appointment, the attending Parent will inform the other Parent of what occurred within 48 hours of the appointment. Nothing in this Section 26. b shall preclude the Respondent from waiving in writing the need to receive information regarding routine appointments for dental and orthodontics work or period physicals.

c. Each Party should have the right to make day to day care and emergency decisions when the children are with that Parent. If there is an emergency involving a child, the Party having to make the emergency decision should let the other Parent know of the decision as soon as reasonably possible.

d. The Parties should not use the children as a means of communicating and should communicate in a courteous and professional manner.

e. The Parties should be mutually restrained from speaking negatively about the other Parent to or in the presence of the minor children. The Parties should be mutually restrained from threatening, name calling, or otherwise degrading the other Party and from enmeshing the minor children in any conflict between the Parties. Nothing herein, however, shall preclude any report or discussion with a Parent about a child's experiences, events, or concerns about Parent-time with the other Parent.

f. Notwithstanding the foregoing, after good-faith consultation with Respondent, Petitioner shall have final decision-making authority regarding major decisions affecting the children, including but not limited to decisions concerning:

i. Religious upbringing and church participation;

ii.. Healthcare matters, except for emergency events while with Respondent during Parent-time;

iii. Educational matters, including school selection, and academic programs, and

iv. Extracurricular activities, including activities which are not approved extracurricular activities (for which a non-approving Parent shall have no financial responsibility unless approval was unreasonably withheld).

g. This allocation of final decision-making authority is intended to minimize conflict and promote stability for the children, while preserving Respondent's meaningful involvement in their lives. Respondent shall be entitled to express his views to the Petitioner and shall be provided reasonable advance notice of major decisions. Petitioner shall consider Respondent's input in good faith before exercising final authority.

h. Petitioner's residence shall be designated as the children's primary custodial home for school enrollment purposes and for all other legal, residential, and mailing purposes requiring designation of a primary residence.

i. Prior to the date of the Parties' Stipulation, each of the Parties' children has experienced difficulty and hesitation regarding Parent-time with Respondent, possibly due to the stress and circumstances surrounding the divorce and/or possibly due to the relationship dynamics between a father and a son.

j. In recognition of each child's age, maturity, and current emotional needs, as the Parties transition into the Parent-time schedule set forth herein, they shall exercise reasonable flexibility and good judgment in implementing Parent-time with respect to each child. The Parties shall not rigidly or unreasonably enforce Parent-time during the initial transition period, but shall allow each child reasonable space to reestablish comfort and consistency at a gradual and developmentally appropriate pace.

k. Both Parents shall encourage and support a positive and healthy relationship between each child and the other Parent and shall not speak negatively about the other Parent or interfere with the child's relationship with the other Parent.

l. Nothing herein shall eliminate either Parties' court-ordered Parent-time, nor shall it be construed as allowing either Parent to unilaterally deny Parent-time. Rather, this provision is intended to facilitate a smooth and thoughtful transition that prioritizes the child's emotional well-being and preferences while preserving the Parties' ongoing roles as active and involved Parents.

m. The Parties may revisit and adjust the transition process by mutual agreement if doing so serves the best interests of the children.

n. School registration, district designation, and any residency-based determinations shall be based upon Petitioner's address unless otherwise agreed in Writing by the Parties.

o. If a Party cannot be with the minor children for a period of eight hours or longer, the other Parent will be given the first option to provide care during that time.

p. The Parties will use their best judgment in choosing any surrogate caregivers and will provide the other Party with contact information for any surrogate caregiver. Neither Party will leave the minor child(ren) in surrogate care and/or the presence of anyone they have knowledge has engaged in any crimes towards child.

q. All reasonable and necessary childcare expenses incurred while the Parties are working or attending work-related education or training shall be divided equally between the Parties (50% / 50%). The Parties shall reimburse one another for fifty percent (50%) of such expenses within thirty (30) days of receiving written verification of the expense.

r. The Parties are restrained from exposing the children to sexually explicit and/or inappropriate behaviors, content, communications, and the like. Each Party further agrees not to have any such material within his or her home or possession while exercising Parent time.

s. If either Party intends to relocate as defined in Utah Code § 81-9-209, the relocating Party should provide notice pursuant to § 81-9-209.

t. Each Party should have access to the children's education and medical records and should be listed as emergency contacts.

u. For emergency purposes, whenever the children travel with either Parent, all of the following should be provided to the other Parent: (i) an itinerary of travel dates; (ii) destinations; and (iii) places where the children or traveling Parent can be reached.

v. The Parties will support the minor children's opportunities to travel and will share the children's passports and cooperate in obtaining and/or renewing passports for the minor children as needed, but no less than 60 days prior to a passport expiring. Petitioner shall be responsible for keeping the passports in her possession except when the children are traveling with Respondent. Respondent shall return the passports to Petitioner when the children return to her care after traveling with Respondent.

w. The Parties acknowledge that extracurricular activities contribute to the education and well-being of the children. Consequently, each Parent understands that extracurricular activities undertaken by a child shall require that a Parent will need to take into account the child's required attendance as such activities during such Parent's Parent-time and such Parent shall use his or her best efforts to support such child and his commitments for such activities, including but not limited to transporting the child to and from such activities during his or her Parent-time.

The costs of any agreed upon activity shall be equally shared by the Parties according to the further provisions of this Agreement.

x. Special consideration should be given by each Parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children or in the life of either Parent which may inadvertently conflict with the Parent-time schedule.

y. The Parties are both restrained from consuming alcohol in excess during his/her Parent-time, as well as from using illicit substances and/or medications that are not prescribed or using the same inconsistent with a prescription.

z. Educational Plan.

- i. The minor children's school will be designated by Petitioner's physical address.
- ii. The Party with the minor children in his/her care shall be responsible for ensuring the minor child's homework is complete and transporting the minor children to and from school on time.
- iii. If the Parties cannot come to an agreement on educational decisions for a child, Petitioner shall have the final say.
- iv. Each Parent should have access to the children at school during his or her Parent-time, and each should have the right to attend any school events for the children regardless of Parent-time.
- v. The Parties shall share equally (50% / 50%) all reasonable and necessary education-related expenses for the minor child(ren), including but not limited to school fees, registration fees, books, school supplies, uniforms, field trips, and other required educational costs. The

Parties shall likewise share equally (50% / 50%) all expenses attributable to agreed upon extracurricular activities, as such phrase is defined in Section 67, and subject to the financial cap specified therein, including but not limited to sports, clubs, lessons, camps, equipment, and associated participation fees.

- vi. The Parties shall be reimbursed by one another for fifty percent (50%) of all qualifying extracurricular, and activity expenses incurred by the Parties on behalf of the minor child(ren) from the date of separation to the date of entry of the Decree. Reimbursement shall be made within thirty (30) days of written notice and verification of the expense, unless otherwise agreed in Writing.
- vii. Except in cases of emergency or mutually agreed-upon activities, the Parent seeking enrollment of a child in a new extracurricular activity that involves a financial commitment as contemplated by the provisions for an agreed upon extracurricular activity (Section 65(b)) shall first obtain the written consent of the other Parent.
- viii. All reimbursement requests under the Stipulation or the Decree once entered, shall comply with the written verification and notice requirements set forth in this Decree and any applicable statutory provisions. The requesting Party shall provide written notice of the expense, together with reasonable documentation verifying the cost and proof of payment. Failure to provide timely written verification may delay the reimbursement obligation but shall not extinguish it.

Child Support

27. Petitioner's current gross monthly income for purposes of calculating child support is \$8,400.00, and Respondent's gross monthly income for purposes of calculating child support is \$9,125.00.

28. Child support shall be \$1,218.00 per month payable in two installments, the first no later than the 5th of each month, and the second payment due no later than the 20th of each month.

29. Unless the Court orders otherwise, support for a child terminates on the earlier of the date that: (1) the child becomes 18 years of age, but not earlier than graduation from high school during the child's normal and expected date of graduation; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. Any modifications of child support shall be pursuant to the Utah Child Support Act. Petitioner is entitled to immediate and automatic withholding of Respondent's income as a means of collecting child support, pursuant to Utah Code § 81-6-202(10)(f). Respondent will set up a direct deposit for child support payments, and so long as he does so and is not delinquent, Petitioner will not use income withholding. Once a child emancipates, child support will be automatically adjusted to reflect the actual number of minor children remaining for child support purposes.

30. In the event Respondent becomes delinquent in an amount equal to or in excess of one (1) month's child support obligation, or otherwise fails to remain current as ordered, an Income Withholding Order may be immediately issued and served upon Respondent's employer or other payor of income without further order of the Court. Upon issuance, Respondent's employer or payor shall withhold from Respondent's earnings the current child support obligation together with any delinquent amounts and additional amounts required by law to cure the arrearage, and shall remit such amounts to the Utah State Office of Recovery Services as required by statute.

Health and Dental Insurance

31. Respondent shall maintain health and dental insurance coverage for the minor child(ren) so long as such coverage is available through Respondent's employment at a reasonable cost. If Petitioner is able to obtain comparable health and dental insurance coverage for the minor children at a lower cost, then Petitioner shall maintain such coverage instead. The Parties shall cooperate as necessary to ensure continuous coverage for the minor children.

32. The cost of the minor children's health and dental insurance premiums shall be divided equally between the Parties (50% / 50%). The Parent maintaining the insurance coverage shall provide written verification of the premium cost attributable to the minor children, and the other Parent shall reimburse his or her fifty percent (50%) share within thirty (30) days of receiving documentation.

33. All reasonable and necessary uninsured or unreimbursed medical, dental, orthodontic, vision, mental health, counseling, prescription, and other health-related expenses incurred on behalf of the minor children shall be divided equally between the Parties (50% / 50%).

34. Each Party shall be reimbursed by the other for fifty percent (50%) of all qualifying uninsured medical and dental expenses incurred by a Party on behalf of the minor child(ren) from the date of separation to the date of entry of the Decree, subject to the documentation requirements set forth below.

35. On or before January 2 of each year, the Parent maintaining health and dental insurance coverage for the minor children shall provide written verification to the other Parent confirming: (1) that coverage remains in effect; (2) the name of the insurer; (3) policy information sufficient to submit claims; and (4) the cost of the premium attributable to the minor children.

36. Any request for reimbursement of insurance premiums or uninsured medical and dental expenses shall be accompanied by written documentation verifying the expense and proof of payment. Such documentation must be provided within thirty (30) days of payment of the expense, or within thirty (30) days of entry of the Decree for expenses incurred prior to the Decree for which reimbursement is sought. Reimbursement shall be made within thirty (30) days of receipt of proper documentation.

Real Property, Personal Property and Financial Accounts.

37. Real property. The Parties acquired certain real property during the course of the marriage, which shall be resolved as set forth below:

- a.** Marital Home located at 701 W 4050 N, Lehi, Utah 84043.
- b.** The Parties have already sold the marital home and have divided the proceeds equitably to the satisfaction of both Parties.

38. Financial Accounts. The Parties financial accounts shall be divided as follows:

- a. Joint Accounts:** Except as provided in c. and d. below, the Parties have already separated their joint accounts and other financial assets and have divided the proceeds equitably to the satisfaction of both Parties.
- b. Individual Earnings:** Each Party shall retain sole ownership of all earnings, income, and cash assets earned or acquired individually by that Party, whether before or after the date of separation, unless otherwise specifically divided or addressed in this Decree.
- c. Sunrun Corporation Stock.** All shares in Sunrun Inc., traded on NASDAQ with a symbol of RUN, shall remain the sole and separate property

of the Petitioner and any interest that Respondent may have in the same shall be awarded to the Petitioner.

d. Coinbase Global, Inc. Respondent's account with Coinbase Global, Inc., holding a 0.05197573 interest in BTC (bitcoin), shall remain the sole and separate property of the Respondent and any interest that Petitioner may have in the same shall be awarded to the Respondent.

39. Retirement Accounts. The Parties' retirement accounts shall be divided as follows:

a. Division of Retirement Benefits: All retirement benefits, pension plans, 401(k) accounts, or similar retirement accounts accrued by the Parties during the marriage shall be divided equally between the Parties, with each Party receiving fifty percent (50%) of the marital portion of the benefits.

b. Implementation via QDRO: The division of any retirement accounts shall be implemented by a Qualified Domestic Relations Order ("QDRO") or similar order as necessary to effectuate the division without tax penalty. The Parties shall cooperate fully and promptly in the preparation, execution, and submission of any QDRO or related documents necessary to effectuate the division of retirement benefits. The Parties agree to use an individual of their choice to prepare the QDRO's.

c. Costs: The Parties agree to each pay one-half of the costs to prepare each QDRO.

40. Vehicles. The Parties' vehicles are awarded as follows:

- a. To Petitioner: 2018 Ford Explorer, subject to any secured debt encumbering the vehicle. Petitioner shall be responsible for all payments, insurance, registration, and related expenses associated with this vehicle.
- b. To Respondent: Chrysler 200, subject to any secured debt encumbering the vehicle. Respondent shall be responsible for all payments, insurance, registration, and related expenses associated with this vehicle.
- c. Additional Vehicle for Minor Child: Petitioner currently holds title to an additional vehicle that is primarily used by the minor child(ren). The Parties agree as follows:

- i. Petitioner shall maintain the vehicle, including all routine maintenance, repairs, and insurance costs.
- ii. The vehicle shall remain titled to Petitioner until the oldest minor child reaches the age of eighteen (18). At that time, ownership of the vehicle shall be transferred to the oldest child, free of any claim by either Parent, provided the child is legally able to hold title.
- iii. Until transfer, Petitioner shall retain full responsibility for all costs and liabilities associated with the vehicle.

41. Personal Property. During the marriage the Parties acquired certain items of personal property. Each Party shall keep the property that is currently in his or her possession unless both Parties agree otherwise to further division in Writing.

42. Each Party is awarded any personal property received by inheritance, gift, or obtained since separation as his or her separate property, as well as his/her personal effects.

43. Debts. Petitioner shall be solely responsible for all debts in Petitioner's name, including the auto loan in Petitioner's name and any post-separation debts incurred individually by Petitioner.

44. Petitioner shall hold Respondent harmless from any liability, payment obligations, or claims related to these debts.

45. Respondent shall be solely responsible for all debts in Respondent's name, including credit card debt, student loans, and any post-separation debts incurred individually by Respondent, and shall hold Petitioner harmless from any liability, payment obligations, or claims related to these debts.

46. Each Party shall cooperate as reasonably necessary to ensure that debts are properly allocated, transferred, or removed from joint accounts or credit obligations in accordance with this Decree.

47. Except as otherwise expressly provided, each Party shall be individually responsible for debts in their own name, and neither Party shall incur debt in the other Party's name after the date of separation and in the event a Party has wrongfully incurred debt in the name of the other Party, such Party shall indemnify and hold the other Party harmless for such improperly incurred debt.

Taxes

48. Tax Filings. Beginning the tax year of entry of the Decree of Divorce, the Parties shall file separate individual federal and state income tax returns. Each Party shall timely cooperate in the necessary exchange of information, tax documents, and disclosures necessary for preparation of his or her individual tax returns. Tax returns for the calendar year 2025 shall be jointly filed

and any refund shall be shared equally between Petitioner and Respondent, as shall any obligation for payment of additional taxes, interest or penalties, unless a penalty and interest is the result of one Party's refusal to cooperate in the preparation and filing of a return and in such event all of such penalties and interest shall be the sole obligation of the uncooperative Party.

49. The allocation of the federal and state income tax dependency exemptions (including all related child tax credits and other associated tax benefits) for periods subsequent to entry of this Decree of Divorce shall comply with applicable law and Utah child support guidelines.

50. For periods subsequent to 2025, Respondent shall be eligible to claim a minor child as a dependent for tax purposes only for any tax year in which he is current on his court-ordered child support obligation as of December 31 of that tax year, including any previous payments in arrears. If Respondent is not current as of December 31, Petitioner shall be entitled to claim the children for that tax year.

51. So long as more than one minor child remains eligible to be claimed as a dependent, the Parties agree that each Parent shall claim one (1) child per tax year. The Parties shall cooperate in determining which specific child each Parent shall claim for each applicable tax year.

52. When only one (1) minor child remains eligible to be claimed as a dependent, the Parties shall alternate claiming that child on a year-to-year basis, with Respondent claiming the child in even-numbered tax years and Petitioner claiming the child in odd-numbered tax years, provided Respondent is current on his child support obligation as set forth above.

53. The Parent entitled to claim a child in any given tax year shall execute any required IRS form in a timely manner to effectuate the allocation set forth herein.

Alimony

54. Neither Party has a need for spousal support, and each Party is individually capable of achieving the marital standard of living that the Parties enjoyed during the marriage. Each Party agrees to waive any claim- past, present, or future- to alimony.

Life Insurance

55. Respondent shall maintain a life insurance policy or policies on Respondent's life with the minor children named as beneficiaries in a total amount not less than Fifty Thousand Dollars (\$50,000) for so long as Respondent is obligated to pay child support under this Decree.

56. Within thirty (30) days of entry of this Decree, Respondent shall provide Petitioner with written evidence of the life insurance coverage, including the name of the insurer, policy number(s), coverage amount(s), and proof that the minor children are named as beneficiaries. Respondent shall provide updated evidence of coverage to Petitioner upon any material change, renewal, or replacement of the policy.

Release

57. Each Party does hereby fully and forever release, acquit, and discharge the other Party, and their respective heirs, executors, administrators, personal representatives, agents, attorneys, successors, and assigns, from any and all claims, demands, debts, liabilities, obligations, damages, actions, and causes of action of every kind and nature, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, which either Party ever had, now has, or may hereafter have against the other arising out of or in any way related to any claims related to the division of property or debt, spousal support, reimbursement, contribution, attorney fees, or any other financial or legal obligations, except as specifically provided for in this Decree.

Miscellaneous

58. Name Change. Petitioner may be restored the use of her maiden name, should she so choose.

59. Identity. 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 kind of service, or obtain any other service.

60. Execution of Documents. With regard to the change of any titles, the Party not awarded the asset will execute the necessary documents to change title within thirty (30) days of entry of this Divorce Decree.

61. Attorney Fees. Each Party shall be responsible for payment of their own attorney fees and costs incurred in connection with this action. In addition, Respondent shall pay one-half of the court filing fee, totaling One Hundred Sixty-Six Dollars and Fifty Cents (\$166.50), and shall pay in full the fee for service of summons, totaling One Hundred Thirty Dollars (\$130.00). All other fees and costs associated with this action shall be borne individually by the Party incurring them.

62. Tax Advice. The Parties acknowledge that they have been separately advised by their respective attorneys that there may be certain tax consequences pertaining to this Decree, that none of the attorneys of record have furnished any tax advice with respect to this Decree, that each Party has been directed and advised to obtain independent tax advice from qualified tax accountants or tax counsel prior to signing the Stipulation and that they have had the opportunity to do so.

63. Decree. This Decree of Divorce incorporates the terms of the Parties' Stipulation by reference. The Parties will abide by the terms of this Decree as a final order upon signature of the Court.

64. Consultation with Counsel. Each Party has had the opportunity to consult with independent legal counsel regarding the meaning and effect of each provision of this Decree, and they voluntarily and knowingly entered into their Stipulation with full understanding of its legal consequences under Utah law.

65. Definitions. Certain words used in this Decree are defined below:

(a) Agreed Upon Extracurricular Activity. The phrase "agreed upon extracurricular activity" shall mean (i) those activities related to sports, clubs, lessons, camps, or activities, excluding academic programs and classes awarding credit hours, (ii) which result in additional charges for participation, such as equipment fees, travel expenses, and similar charges; and (iii) which the Petitioner and Respondent have approved and agreed in Writing that a child will enroll and/or participate resulting in each Parent's obligation to fund total extracurricular expenses not to exceed \$1,000 annually.

(b) Emergency. "Emergency" when used in the context of a child shall mean an event or circumstance where a delay in making a decision without first contacting and getting the approval or participation of the other Parent, could negatively impact the health, safety and/or well-being of a child.

(c) In Writing. "In writing" shall include in addition to a written signed document, an affirmation of consent or approval when evidenced electronically by text or email by a Party.

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

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

PREPARED BY:

/s/ Ryan Rudd
Ryan Rudd
Attorney for Respondent

APPROVED AS TO FORM:

/s/ Dennis Poole
(electronically signed by Ryan Rudd with permission given via email)
Dennis Poole
Attorney for Petitioner
Date: April 10, 2026

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

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

Dated this 31st day of March, 2026.

RUDD | COOPER

/s/ Ryan Rudd
Ryan Rudd
Attorney for Respondent