



Yaiko Osaki Carranza, No. 10068
MOODY BROWN LAW
2525 N. Canyon Rd.
Provo, Utah 84604
Telephone: (801) 356-8300
Fax: (801) 356-8400
Email: ycarranza@moodybrown.com

Attorneys for Carly Noelle Callis

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH
137 North Freedom Blvd, Provo, UT 84601

In the matter of the marriage of:

CARLY NOELLE CALLIS,

Petitioner,
and

BENJAMIN GREEN CALLIS,

Respondent.

DECREE OF DIVORCE

Civil No. 254403372
Judge Kasey L Wright
Commissioner Marla Snow

THIS MATTER comes before the above-referenced Court by way of Petitioner Carly Noelle Callis' Petition for Divorce and the parties' Stipulation. The court, having previously entered Its Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved. The Court hereby grants this Decree of

Divorce on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

2. Residency. Carly has been a resident of Utah County for at least three months prior to the filing of this action.

3. Marriage Statistics. The parties were married on March 28, 2009, in Salt Lake City, Utah.

1. Grounds. The parties have irreconcilable differences that have caused the breakdown of the marriage and made continuation of the relationship untenable. Despite efforts to resolve their issues, meaningful communication has ceased, and reconciliation is not possible. Accordingly, the Court shall enter a decree of divorce on the grounds of irreconcilable differences.

CHILD CUSTODY

4. Children. There have been five children born as issue of this marriage:

1.	Name	2.	Month/Year of Birth
3.	C.G.C.	4.	November
		2010	
5.	S.B.C.	6.	April 2014
7.	M.A.C.	8.	July 2016
9.	V.N.C.	10.	October 2019
11.	H.K.C.	12.	December
		2021	

5. Child Custody Jurisdiction. Utah has jurisdiction to make the initial child custody determination pursuant to U.C.A. §78B-13-101, *et seq.* The children have resided in Utah for at

least six consecutive months immediately before the commencement of this proceeding, and Utah is the home state of the children. A court of another state does not have jurisdiction over the children, and the children and at least one parent have a significant connection with Utah, and substantial evidence is available in Utah concerning the children's care, protection, training, and personal relationships.

2. Custody/Parent Time. The parties shall be awarded joint legal custody of the minor children with Carly being awarded primary physical custody of the minor children, subject to Ben having parent time with the minor children as the parents may agree, or, if the parents do not agree, pursuant to U.C.A. §81-9-302.

a. Holidays. The parties will follow U.C.A. §81-9-302 for the holiday schedule with Carly being designated as the custodial parent for purposes of following the holiday schedule.

Utah Holidays According to Utah Code 81-9-302		
Holiday and Time	Years Ben is granted holiday	Years Carly is granted holiday
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 at 7 p.m. on the day before school resumes.	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. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years

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 the day before school resumes	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.	Mother	Mother
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.	Father	Father
Juneteenth National Freedom Day (1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd 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 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 the day before school resumes	Odd years	Even years
Columbus Day (1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd 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	Even years	Odd years

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.		
Veteran's Day (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
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 at 7 p.m. on the day before school resumes	Even years	Odd years
Winter Break (First half) (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.	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

3. Summer Parent Time. Ben is entitled up to four weeks of parent-time with the children, which may be consecutive, when school is not in session for summer break. Carly is entitled to two weeks of uninterrupted parent-time with the children when school is not in session for summer break.

a. Notification of extended parent time Each parent shall provide notification to the other parent of the parent's plan for the exercise of extended parent-time for summer break. In odd-numbered years Carly shall provide notice to Ben by May 1st and Ben shall provide notice to Carly by May 15th; In even-numbered years, Ben shall provide notice to

Carly by May 1st, and Carly shall provide notice to Ben by May 15th. If a parent fails to provide a notification within the time periods described herein, the complying parent may determine the schedule for summer break for the noncomplying party. If both parents fail to provide notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for the other parent.

PARENTING PLAN

4. Parenting Plan. The parties will adopt the Advisory Guidelines pursuant to Utah Code §81-9-202 as the binding Parenting Plan. In addition, the parties shall be bound by the following parenting plan which is filed in good faith:

a. The parents will equally share the transportation for parent-time. The parent who is the receiving parent will provide the transportation unless otherwise mutually agreed upon. A stepparent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the children for parent-time if the custodial parent is aware of the identity of the individual and the noncustodial parent will be with the children by 7 p.m.

b. The parent who has the children in his or her care may make minor day-to-day decisions regarding the children without having to consult with the other parent.

c. The parents are responsible for making joint decisions regarding their children's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. The parents will consult together regarding a major parenting issue. The parties will do their best to agree on a solution that meets the best interest of the children. If they reach an impasse, Carly will have final decision-making authority. If Ben disagrees with Carly's

decision, then the parties will attend mediation before seeking a resolution through litigation, with each parent equally sharing the mediation costs.

d. Educational Plan. In accordance with U.C.A. 81-9-203(11), Carly shall be designated as the residential parent for purposes of identifying the appropriate school or another specific plan that provides for where the children will attend school and will have the final authority to make education decisions for the children. Ben must obtain written permission from Carly prior to checking any of the children out of school. Both parties will be listed on all school records and both parties will have access to all school related information.

e. Both parties will have access to the children's school, church, and other records and will include the other party as the parent on such records. The parties will provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals.

f. The parents will notify each other of any special events involving the child such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible. For any event that is not posted online, each party will notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child are participating or being honored, and both parties shall be entitled to attend and participate fully.

g. The parties will notify the other parent of major injury or illness as soon as reasonably possible involving the children.

h. The parties will notify the other parent of any change of address, email address, cell phone number and telephone number within 24 hours of the change.

i. For emergency purposes, when traveling with the minor child, the parties shall give all information required by Utah Code § 81-9-202(19), to wit: 1) an itinerary of travel dates; 2) destinations; 3) phone numbers where the children 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.

j. Either parent may make emergency decisions regarding the health or safety of the child.

k. Each parent will have first option to provide care for the children over any other third party if the parent responsible for the children are not available for a period of 4 hours or longer during their custodial time and the other parent is personally available and willing to provide the care and transportation.

l. 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 parent-time schedule.

m. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the children.

n. The parties agree that they will not put the children in the middle. The parties will not discuss with the children adult issues including any legal or financial related issues with the children.

o. The parties will not use the children to send messages to the other for parent time issues but will discuss such issues directly with one another and outside the presence and hearing of the children.

p. The parties will maintain safe and appropriate sleeping and living accommodations for the children.

5. Relocation. The relocating parent shall provide 60 days advance written notice if he or she intends to relocate 150 miles or more from the residence of the other parent. The parties will attempt to agree on a parenting time arrangement in the best interest of the child. The court shall, upon the motion of any party, schedule a hearing to review the notice of relocation and parent time schedule and make appropriate orders regarding the parent time and costs for parent-time transportation. All of the provisions of U.C.A. §81-9-209 will also apply.

6. Resolution. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.

CHILD SUPPORT

7. Child Support. Ben is capable of earning at least \$15,417 per month. Carly is not currently employed, but for purposes of calculating child support, she shall be imputed minimum

wage, or \$1,257 per month. Based on the income of the parties and the applicable child support worksheet, Ben's child support obligation shall be \$2,930 per month. The child support obligation of Ben shall be effective March 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with U.C.A. §78A-6-801-805.

8. Reduction When Child Becomes 18. In accordance with U.C.A. §78B-12-219, when a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forced of the United States or is emancipated, the base child support award is automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheet, unless otherwise provided in the child support order.

9. Time and Method of Payment. Ben shall make said child support payments to Carly, one-half on or before the fifth day of each month and one-half on or before the twentieth day of each month. Carly is allowed to implement automatic income withholding procedures through the State of Utah, Office of Recovery Services.

CHILD CARE AND EXTRACURRICULAR ACTIVITIES

10. Child Care Expenses. If family members provide the child care, there will be no charge

for daycare to the other party. If family members are not providing the child care, the parties will adopt U.C.A. §78B-12-214 as follows:

- a.** Each parent will equally share the reasonable work-related child care expenses for the minor children.
- b.** If an actual expense for child care is incurred, a parent will begin paying their share within thirty (30) days of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.
- c.** A parent who incurs child care expense will provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parties will pay their share of the child care within 10 days of receipt of verification that expenses were incurred.
- d.** The parent will notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care expenses will be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to notify the other parent within said 30 days.

11. Reduction for Extended Visitation. In accordance with statute, the base child support award will be reduced by 50% for each child for time periods during which the child is with the non-custodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days of extended visitation; or 25% for each child for time periods during

which the child is with the non-custodial parent by order of the court or by written agreement of the parties for of at least 12 of any 30 consecutive days of extended parent time. Normal parent time and holiday visits to the custodial parent will not be considered extended parent time.

6. Extracurricular Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

INSURANCE

7. 1Medical/Dental Expenses. In accordance §81-6-208, the court will order that insurance for the medical expenses of the minor children be provided by a parent. Either parent shall provide health care coverage for the medical expenses of their minor children as defined by §81-6-208. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children.

a. 2Each parent will share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child will 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. A parent may deduct the other parent's health insurance premium share from the child support obligation if they are the child support obligor and are paying the health insurance premiums as indicated herein.

b. 3Each parent will 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.

c. 4The parent ordered to maintain insurance will 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 will 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.

d. 5The parent who incurs medical and dental expenses will provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. 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.

e. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subsection (d).

f. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Carly will be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Ben will be secondary coverage for the dependent child. If a parent remarries and his or her dependent child 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 will be treated as if it is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent child.

g. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that medical/dental or school expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce at or before the day on which the service provider first renders medical/dental services or issues a bill for school fees.

a. Life Insurance. Ben shall maintain in full force and effect a life insurance policy on his life in the face amount of \$500,000 until such time as the last of the parties' minor children reaches the age of eighteen (18). During such period Ben shall be ordered to designate Carly as sole beneficiary on said life insurance policy. Ben shall submit to Carly proof that the policy is in full force and effect and proof of the named beneficiary, upon request by Carly.

TAXES/TAX CREDITS

2. 2025 Tax Returns. The parties shall file a joint return for their 2025 Federal and State income taxes. Any income tax refund received or tax liability incurred will be equally shared between them.

i. Child Tax Credits. Starting tax year 2026, the parties will equally divide the child tax credits for the parties' minor children as follows:

a. When there are five minor children who qualify as tax credits for tax purposes, each party will claim two minor children and the parties will alternate the child tax credit for the youngest child with Ben entitled to claim the tax credit for odd numbered tax years and Carly entitled to claim the child as a child tax credit for even numbered tax years.

b. When there are four minor children that qualify as tax credits, each party will claim two children as tax credits for that tax year.

c. When there are three minor children who qualify as tax credits for tax purposes, each party will claim one minor child and the parties will alternate the child tax credit for the youngest child with Ben entitled to claim the tax credit for odd numbered tax years and Carly entitled to claim the child as a child tax credit for even numbered tax years.

d. When there are two minor children who qualify as tax credits, each party will claim one minor child.

e. When there is one minor child who qualifies as a tax credit, the parties will alternate the child tax credit for the youngest child with Ben entitled to claim the tax credit for odd numbered tax years and Carly entitled to claim the child as a child tax credit for even numbered tax years.

f. Ben's right to claim the children will only be given to him if he is current in his child support obligations by December 31st for the year that he is claiming the children as dependents for tax purposes.

ALIMONY

8. Alimony. Carly shall be awarded alimony in the sum of \$2,070 per month from Ben, commencing on March 1, 2026, and continuing for the length of the marriage, or until the occurrence of any of the following events: the death of either party, Carly's remarriage, or Carly's cohabitation with another person, whichever occurs first. Said support shall be payable in two equal installments, with one-half due on the 5th day of each month and the remaining one-half due on the 20th day of each month.

PROPERTY

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

<i>Item Description:</i>	<i>Awarded to:</i>
2008 Toyota Sequoia	Carly
Tools	Ben
Bicycle	Ben
Ben's Clothing, Books, and Personal Effects	Ben

a. All other personal property shall be divided as mutually agreed by the parties. If the parties are unable to reach an agreement, they shall compile a list of disputed

items. A coin shall be flipped to determine who picks first, and the parties shall then alternate selections from the list until all disputed items are allocated.

b. Ben shall remove all personal property awarded to him from the marital home within two (2) weeks of the final agreement on the division. Any property not removed by Ben within this period shall be deemed abandoned, and Carly may retain, dispose of, or otherwise manage the property at her discretion.

23. Real Property. The parties stipulate and agree that they have no interest in real property. During the marriage, the parties acquired an interest in real property located at 22 W. Syracuse Road, Vineyard, Utah. In October 2024 the property went into foreclosures due to Ben's failure to make required mortgage payments. Carly's father, V. Alan Swensen, paid approximately \$83,000 in arrearages, liens, and judgments to prevent the scheduled foreclosure sale. In connection with that payment, Ben executed a quitclaim deed transferring all of his interest in the property to Carly and V. Alan. Subsequently, mortgage payments again went unpaid for several months. In October 2025, V. Alan Swensen then paid the remaining mortgage balance, deferred interest, penalties, and additional liens, including a \$27,000 judgment lien against Ben, totaling approximately \$437,000. At that time, title to the property was transferred to V. Alan and Kathleen Swensen. The property is now solely owned by V. Alan and Kathleen Swensen.

c. Carly and Ben acknowledge that neither of them holds any current or future legal or equitable interest in the Property and hereby waive any claim or right to the Property.

d. Carly shall be solely responsible for any rental payments due to V. Alan and Kathleen Swensen for occupancy of the property, and Ben shall be indemnified and held harmless from any obligations or claims arising from such rental payments.

e. Ben shall move out of the real property on or before December 31, 2025.

BUSINESS INTERESTS

24. Business Interests. During the marriage, Ben started several business ventures. Carly did not participate in those enterprises and lacks information regarding their current status or value. Carly expressly waives any claim to any ownership interest in, or value from, these business ventures. To the extent any such business holds debt or liabilities, all such obligations shall be assigned solely to Ben, and Ben shall indemnify and hold Carly harmless from any such debts or obligations.

GIFTS AND INHERITANCES

25. Inheritance. During the marriage, Carly received an inheritance of \$20,000, which Ben used for his business ventures. Ben shall be ordered to repay Carly the full amount of \$20,000 by March 31, 2026. Each party shall retain the right to any other gifts and/or inheritances they may receive in the future, free and clear of any claim, interest, or demand by the other party.

DEBTS

26. Debts. Carly has no debts. Ben acquired certain debts during the marriage. Ben will assume, and hold Carly harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
-----------------	------------------------	-----------------------

Ivy Hall Academy	\$50,000	Ben
V. Alan Swensen (Deseret First Credit Union debt)	\$27,000	Ben
Debts in Ben's name	Unknown	Ben

- a. Ben owes V. Alan Swensen the amount of \$27,000 for the judgment that was satisfied by V. Alan on behalf of Deseret First Federal Credit Union. Ben shall be ordered to reimburse V. Alan Swensen said amount by March 31, 2026. Ben shall indemnify and hold Carly harmless from any liability, obligation, or claim arising from this judgment.
- b. Neither party will incur any additional liability on joint credit cards or any joint accounts.
- c. Other Debts. Each party will be responsible to pay any other debt he or she individually incurred. If any other joint debts are later discovered and not stated and divided herein, the person incurring the debt will be solely responsible for the payment thereof and shall hold the other party harmless therefrom.
- d. Creditors. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.
- e. Notification to Creditors. The parties may notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.
- f. 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

paid in a timely manner, the secured asset must be placed immediately on the market for sale 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.

FINANCIAL ACCOUNTS

27. Bank/Financial Accounts. During the course of the marriage, the parties acquired separate checking and savings accounts. Each party shall be awarded the money in his or her separate checking, and/or savings accounts as his/her sole separate property with no claim by the other party. The parties do not have any joint accounts.

28. Retirement. Neither party has any retirement type accounts through his or her place of employment or otherwise.

MUTUAL RESTRAINT

29. Ben and Carly are restrained from speaking derogatorily about the other parent or speaking to the child about the issues in this case, or from attempting to influence a child's preference regarding custody or parent time which would tend to diminish the love and affection of the child for the other parent. Ben and Carly are mutually restrained from harassing, annoying, or otherwise bothering the other party. Ben and Carly are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph, and will have the affirmative duty to use his or her best efforts to prevent third parties from such violation, or will remove the child from such circumstances.

30. Both parties shall be restrained from making visitation arrangements through the children or from using a minor child as a messenger.

31. Neither party is allowed to use the other's likeness, picture, name, identification, or credit for personal gain, such as obtaining credit, opening accounts, or acquiring services in order to prevent one party from exploiting the other's identity or financial standing post-divorce. The parties are restrained from making public comments, sharing posts, or posting photos about each other or the divorce proceedings on social media platforms such as Facebook, Instagram, Snapchat, etc. in order to protect the privacy of both parties and avoid any public airing of grievances or details about divorce,

32. All contact and communication between the parties shall primarily be via email or text, except for medical emergencies; which may be and shall be communicated via telephone immediately.

33. Both parties shall be restrained from coming to the home or work place of the other party, without the other party's express permission. Prearranged parent-time exchanges shall be an express exception to this restraint.

MISCELLANEOUS PROVISIONS

34. Attorney Fees and Litigation Costs. Ben and Carly shall be ordered to assume his or her own respective attorney fees and litigation costs incurred in this action.

35. Both parties will 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.

36. Resolution. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.

37. Arrearages. This resolves all claims either party has against the other including but not limited to past alimony, child support, out-of-pocket medical expenses, out-of-pocket medical premiums, reimbursement for travel expenses and any other financial claims through the date of the signing of the Stipulation.

38. The Stipulation of the parties became effective when signed by all parties.

Order is entered on the date and as indicated by the Court's seal on the top of the first page

APPROVED AS TO FORM:

/s/ Benjamin Greene Callis
BENJAMIN GREENE CALLIS
Respondent
Signed electronically with permission.

NOTICE TO PARTIES

PLEASE TAKE NOTICE that the undersigned, counsel for Petitioner, will submit the foregoing document to the above-referenced Court for signature upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that date, pursuant to Utah Rules of Civil Procedure Rule 7(j).

Dated this 1st day of April, 2026.

/s/ Yaiko Osaki Carranza
YAIKO OSAKI CARRANZA
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I am a member of and/or employed by the law firm of Moody Brown Law, 2525 North Canyon Rd., Provo, Utah 84604, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing **Decree of Divorce** was served upon the following on April 28, 2026:

Benjamin Greene Callis
bencallis1@gmail.com
Email: ben@kenshocollective.com

☐ e-Filing (UCJA Rule 4-503)
☐ U.S. Regular Mail
☐ Facsimile Transmission
☒ E-Mail

/s/NG
