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

IN THE MATTER OF THE MARRIAGE OF: KEMBRIE ANN HENRY, <div>Petitioner,</div> and CHRISTOPHER RHA'SHAAD WINSTON, <div>Respondent.</div>	VERIFIED PETITION FOR DIVORCE Case: Judge: Commissioner: Discovery Tier: 4
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This matter came before the above-entitled court by way of pleading, seeking the court's entry of a Decree of Divorce. The Court having entered its Findings of Fact and Conclusions of Law, having fully considered the file and all matters herein, it is hereby

ORDERED, ADJUDGED AND DECREED:

DECREE OF DIVORCE

1. DECREE OF DIVORCE GRANTED. Petitioner is hereby awarded a Decree of Divorce from and against Respondent, on the grounds of irreconcilable differences, the same to become final and absolute upon signing by the court and entry by the clerk in the Registry of Actions.

2. JURISDICTION. The Court has jurisdiction over the parties and the subject matter of this case.

3. MARRIAGE STATISTICS. Petitioner and Respondent were married on September 12, 2021, at Provo, Utah County, State of Utah, and are presently husband and wife. The parties separated on October 29, 2025.

4. GROUNDS. In the marriage of the parties, differences have arisen that cannot be reconciled making it impossible to continue the marriage. The parties shall be awarded a decree of divorce on the grounds of irreconcilable differences in accordance with Utah Code Annotated § 81-4-405(1)(h).

5. CHILDREN. There have been two (2) children born as issue of this marriage, namely:

<u>Name of Child</u>	<u>Date of Birth</u>
A.N.	08/17/2020
C.N.	10/16/2023

No further children are expected.

6. JUVENILE PROCEEDINGS. Upon information and belief, proceedings involving the custody of the children have not been filed in Juvenile Court.

7. UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT. Utah is the home state of said minor children pursuant to U.C.A. §78B-13-201(1)(a), in that:

a. Utah is the home state of the minor children at the time of commencement of this proceeding.

b. Said minor children reside with Petitioner at 547 S. 140 W. Santaquin, UT 84655.

c. Petitioner has not been a party, witness or participated in any other capacity in any other litigation concerning the custody of the subject minor children in this state or any other state.

d. Petitioner has no information of any custody proceeding concerning the subject minor children in a court of this or any other state.

e. Petitioner does not know of any person, not a party to these proceedings who has physical custody of the subject minor children and who claims to have custody or visitation rights with respect to said children.

8. CHILD CUSTODY AND PARENTING PLAN. Petitioner, hereinafter “Mother”, and Respondent, hereinafter “Father”, are fit and proper persons to be awarded joint legal and joint physical custody of the parties' minor children, and such custody award is in the best interests of the children.

a. Primary Physical Residence: Mother’s home shall be designated as the primary physical residence of the children.

b. Custody: Custody shall be subject to Father’s right to reasonable parent-time as the parties may agree. If the parties cannot agree, parent-time shall be exercised pursuant to Utah Code Ann. § 81-9-305, as modified by the ramp-up period and other parent-time provisions described below. Wherein the Decree of Divorce and Utah Code Ann. § 81-9-305 differ, the Decree and the parenting plan described therein shall control. Any amendments, revisions, or changes to Utah Code Ann. § 81-9-305 after entry of this Decree shall not alter the parenting plan unless both parents mutually agree in writing or the court orders otherwise.

c. Ramp-Up Period: Father shall not exercise overnight parent-time until he has made the following arrangements. Father's parent-time shall "ramp-up" once he has (1) reliable personal transportation sufficient to safely transport the children; (2) verifiable employment or a consistent source of income; and (3) appropriate housing and accommodations for the minor children. Appropriate housing and accommodations shall include stable housing (not staying with friends or "couch surfing") as demonstrated by a signed lease, rental agreement, or similar, which includes separate sleeping quarters for the children. The children shall have a bedroom(s) and their own bed(s). Their bedroom shall be separate from any living areas of the residence open to roommates. Any roommates over the age of 18 shall be disclosed to Mother and neither party shall expose the children to anyone with a felony conviction. The ramp up period is intended to allow Father time to make arrangements to safely and enjoyably exercise equal parent-time and is not intended as a punishment.

i. Verification. Father shall provide Mother reasonable verification of employment, transportation, and appropriate housing prior to exercising overnight parent-time.

ii. Ramp-Up Schedule.

iii. Phase 1: Father shall exercise parent-time on alternating weekends on Saturdays from 8 a.m. to 8 p.m. and Sundays from 8 a.m. to 8 p.m. Father shall also be entitled to one weekday visit on Thursday afternoons from 5:30 p.m. until 8 p.m. If Father is available, he may choose to begin his weekday visit by picking the children up from school or daycare at the time school is dismissed. Mother shall be considered to have sole physical custody during Phase 1.

iv. **Phase 2:** Upon verification that each of the three conditions listed in paragraph 9(c) have been met, Father shall exercise parent-time on alternating weekends from Friday at 6:00 p.m., or the time school is dismissed on Friday at the election of Father, to Sunday at 6:00 p.m. and shall continue to exercise his Thursday midweek visit. Mother shall be considered to have sole physical custody during Phase 2.

v. **Phase 3/Transition to Equal Parent-Time.** Once Father has maintained the three conditions and has exercised parent-time according to Phase 2 for a period of 3 months, Father shall transition to the equal parent-time schedule and Father shall exercise parent-time pursuant to U.C.A. § 81-9-305, as set forth below.

d. **Equal Parent-Time Schedule and Overnights:** An order pursuant to U.C.A. § 81-9-305 shall result in 182 overnights per year for one parent and 183 overnights per year for the other parent.

i. Under the equal parent-time schedule, neither parent is considered to have the child the majority of the time.

ii. For tax purposes, or any other legal question such as school boundaries, Mother shall receive 183 overnights, and Father shall receive 182 overnights.

iii. For the purpose of calculating child support only, because Father currently has the lower gross income, the number of overnights for Father shall be entered as 183 and the number of overnights for Mother shall be entered as 182 on the child support worksheet, consistent with U.C.A. § 81-6-206(7).

e. **Weekday and weekend parent-time:** The equal parent-time schedule is as follows:

- i. Father shall exercise parent-time starting Monday morning and ending Wednesday morning;
- ii. Mother shall exercise parent-time starting Wednesday morning and ending Friday morning; and
- iii. Each parent shall alternate weekends exercising parent-time starting Friday morning and ending Monday morning.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Father	Father	Father/Mother	Mother	Mother/Father	Father	Father
Father	Father	Father/Mother	Mother	Mother	Mother	Mother

iv. The child exchange shall take place at the time the child’s school begins with drop-off to school; or if school is not in session, at 9 a.m. or a time mutually agreed to by the parties to accommodate both parents’ work schedules.

f. **Holiday parent-time:** The parents may create a holiday schedule. If the parents are unable to create a holiday schedule, once the parties have transitioned to the equal parent-time schedule the holiday parent-time shall be pursuant to the holiday schedule described in U.C.A. §81-9-302(12) and modified as described herein:

Holiday	Time Period	Years Father is Granted Holiday	Years Mother is Granted Holiday
Dr. Martin Luther King Jr. Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the children; the time that school is regularly dismissed; or 6	Odd years	Even years

	p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.		
President's Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the children; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	Holiday begins at 6 p.m. on the day that school dismisses for spring break. Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the children; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Mother's Day	Holiday begins on Mother's Day at 9 a.m. Holiday ends on Mother's Day at 7 p.m.	Mother every year	Mother every year
Father's Day	Holiday begins on Father's Day at 9 a.m. Holiday ends on Father's Day at 7 p.m.	Father every year	Father every year
Independence Day	Holiday begins on July 3 rd at 6 p.m. Holiday ends on July 5 th at 6 p.m.	Odd years	Even years
Pioneer Day	Holiday begins on July 23 rd at 6 p.m. Holiday ends on July 25 th at 6 p.m.	Even years	Odd years
Labor Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the children; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school	Odd years	Even years

	resumes.		
Fall Break	Holiday begins at 6 p.m. on the day school is dismissed for fall break. Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community at the time that school is dismissed; or at 4 p.m. if there is no school. Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	Holiday begins on Wednesday at 6 p.m. or the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the night before school resumes.	Even years	Odd years
Winter Break (First Half)	Holiday begins at 6 p.m. on the day that school dismisses for winter break; or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. Holiday ends on December 27 th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	Holiday begins on December 27 th at 7 p.m. Holiday ends at 7 p.m. on the night school resumes.	Even years	Odd years
Day of Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Odd years	Even years

g. **Uninterrupted parent-time:** Each parent may designate two consecutive weeks for uninterrupted parent-time with the child or children when school is not in session for summer break in accordance with U.C.A. §81-9-305(5)

- i. In even-numbered years, Mother may make a designation of uninterrupted parent-time at any time and Father may make a designation after March 1.
- ii. In odd-numbered years, Father may make a designation of uninterrupted parent-time at any time and Mother may make a designation after March 1.
- iii. All designations of uninterrupted parent-time shall be made in writing and at least 30 days before the day on which the designated two-week period begins.
- iv. The two weeks of uninterrupted parent-time take precedence over all holidays except for Mother's Day and Father's Day.

h. Changes to parent-time schedule: Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of preference shall be applied when determining which parent is entitled to parent-time:

- i. the holiday schedule for Mother's Day or Father's Day under U.C.A. §81-9-302(12);
- ii. the uninterrupted summer parent-time of either parent
- iii. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time under U.C.A. §81-9-302(3) and travels with the child overnight for the duration of the birthday holiday time period that falls during the uninterrupted extended parent-time;
- iv. the holiday schedule for any holiday under U.C.A. §81-9-302(12) that is not Father's Day, Mother's Day, or the child's birthday;
- v. the schedule for weekday or weekend parent-time.

vi. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.

i. **Third party pick-up:** A stepparent, grandparent, or other responsible adult designated by the parent receiving the children for parent-time may pick up the child or children for parent-time if the other parent is aware of the identity of the individual and if the parent exercising parent-time will be with the child or children by 7 p.m.

j. **Holiday school attendance:** If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

k. **Varying school schedule:** If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's school are dismissed for the holiday and ending the evening before any children returns to school.

9. GENERAL PARENTING PLAN PROVISIONS. The parties shall attend mediation before filing any petition to modify the parenting plan orders of the Court. The expense of mediation shall be paid by the party seeking to modify the parenting plans orders of the Court. If a party has made two written requests for mediation without response that party shall be allowed to proceed with filing a petition to modify.

a. The parties shall share parent-time transportation equally as they may agree, and if they do not agree, the receiving parent shall provide transportation for the minor children.

Neither party shall transport the children without first securing appropriate car insurance and vehicle registration. Each party shall have a valid driver's license before that party transports any of the children. Each party shall use appropriate child restraint devices at all times while transporting the children.

b. Either parent may make emergency decisions affecting the health or safety of the children and shall inform the other parent when such decisions must be made. Each parent may make decisions regarding the day-to-day care and control of the children while they are residing with that parent.

c. Whenever possible, the parents will discuss issues and attempt to reach an agreement on significant and substantial issues affecting the minor children. The parties will attempt to reach an agreement in the best interest of the children. If the parties cannot agree, the parties will follow the following dispute resolution process: First, they will confer with each other; second, and if they cannot agree, they shall seek the assistance of a neutral third party; and, third, if they still cannot agree, Mother will make the decision subject to Father's right to bring the matter before the Court for review for a resolution in the best interests of the children. Throughout the dispute resolution process, in accordance with Utah law:

- i.** preference shall be given to the provisions in the Parenting Plan;
- ii.** parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support, unless an emergency exists;
- iii.** a written record shall be prepared of any agreement reached in counseling or mediation and provided to each party;

- iv.** if the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent;
- v.** the district court shall have the right to review the dispute resolution process; and
- vi.** the provisions of § 81-9-203 (10)(c), Utah Code Annotated (as amended), shall be set forth in any final decree or order.
- d.** For emergency purposes, whenever the children travel with either parent overnight or longer, the following will be provided to the other parent:
- i.** An itinerary of travel dates;
- ii.** destinations;
- 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.** All communication between the parties will be civil. The child will not be used as a messenger between the parties. The parties will communicate via any mutually agreed upon method. Communications that need to be preserved, such as agreements regarding adjustments to parent-time, shall be in writing (text, email, or co-parenting app).
- f.** 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.

g. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the children. The children always have a right to contact either parent at any reasonable time, and the parents shall allow the children to do so.

h. Both parties will have access to the child's school, church, and other records and will include the other party as a parent on such records. If the parties do not have independent notice of an activity or event, the parties shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parties shall be entitled to attend and participate fully. Each party shall have an affirmative duty to seek out information about school events and activities by making sure they are on e-mail lists or regularly reviewing the school calendar, etc.

i. Father and Mother shall be responsible for all costs associated with his or her own exercise of parent-time with the parties' minor children.

j. Either parent may bring enforcement actions without the need of mediation.

k. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the plan are not affected.

l. The parenting plan described herein is filed in good faith and Mother believes the plan is in the best interests of the children. Mother reserves the right to modify or file an amended plan prior to the entry of the Decree of Divorce as circumstances and information dictate and if such modifications and or amendments are believed to be in the best interests of the children.

10. MUTUAL RESTRAINING ORDERS: The Court shall order the following as restraining orders in this action.

- a. Both parties are 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 parent-time.
- b. 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.
- c. Both parties are restrained from discussing divorce 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 about the other parent.
- d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and children during the other parent's parent-time.
- e. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the children from such violations, or shall remove the children from such circumstances.

f. Both parties are restrained from speaking to one another for purposes other than issues related to the children unless both agree to do so otherwise.

g. Both parties shall keep the other party informed regarding their current physical address, phone number and email address.

11. DIVORCE ORIENTATION AND EDUCATION COURSES. As required pursuant to U.C.A. §§ 81-9-103 and 81-4-105, each party shall attend and complete the one-hour divorce orientation course and two-hour divorce education course.

a. Mother shall attend a divorce orientation course no more than 60 days after filing the petition for divorce.

b. Father shall attend a divorce orientation course no later than 30 days after being served with a petition for divorce. If Father has not attended the classes by the time this matter is otherwise ripe for granting of the Decree of Divorce, it is just and proper that the Divorce Decree shall be granted with a provision that Father's parent-time rights will not be enforceable until Father has taken the courses and provided proof to the Court and to Mother's counsel. In that case it is further just and proper that Mother cannot be held on contempt in conjunction with parent-time until Father has provided proof of having completed the courses to both the Court and to Mother's Counsel.

c. Information and course schedules may be obtained through the Clerk of the District Court, Utah County and <https://www.utcourts.gov/specproj/dived/>.

12. OUT-OF-STATE RESTRAINT. The parties shall be permanently restrained from removing the parties' minor children from the State of Utah without the other parties' written,

notarized consent, or by court order. If a party does remove the children from the state, an immediate Pick-up Order shall be issued.

13. MEDIATION. If Father contests the allegations sought herein by Mother, the parties shall undergo divorce mediation as required by Utah law. The cost of the mediation shall be borne equally by the parties.

14. CUSTODY EVALUATION. If the parties fail to resolve child custody, parent-time and/or parental decision-making authority issues through mediation, then a qualified agency or person shall conduct a child custody evaluation, pursuant Rule 4-903 of the Code of Judicial Administration. The agency or person conducting the evaluation shall submit a report of their methods, findings, conclusions, and recommendations to the Court and the parties' attorneys. The cost of the evaluation, including fees for the evaluator to testify in Court, shall be borne by the parties equally.

15. CHILD SUPPORT. Child support shall be awarded for the use and benefit of the parties' minor children in accordance with the Utah Uniform Civil Liability Support Act, U.C.A. § 81-6-304. Child support shall be calculated in accordance with the verified income of Mother and the imputed income of Father as applied to the Uniform Child Support Guidelines using the joint custody worksheet. Once the equal parent-time schedule begins, Father is entitled to \$362.00 per month as child support for the use and benefit of the parties' minor children in accordance with the Utah Uniform Civil Liability Support Act, U.C.A. § 81-6-304. This amount is based on Mother's monthly gross employment income of \$4,400.00 and Father imputed with a monthly gross employment income of \$1,257.00. If either party elects to pay or collect support through the Office of Recovery Services, both parties shall

cooperate and promptly sign any documentation necessary to confirm with the Office that the parties have begun exercising joint physical custody on the equal parent-time schedule.

a. Pursuant to U.C.A. § 81-7-102, child support payments shall be effective the month immediately following the filing of this divorce action, so child support shall commence on February 1, 2026, and continue until the youngest child of the parties reaches the age of 18 or graduates from high school, whichever occurs last. As each child reaches the age of 18 or graduates from high school, whichever occurs last, there shall be an automatic recalculation of child support pursuant to the Child Support Guideline Tables in effect at that time. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

b. Child support shall be paid by any method mutually agreed upon by Father and Mother so long as the method of payment creates a record of payments made (bank transfer records, cancelled checks, etc).

d. In the event the Office of Recovery Services is enforcing child support, each party shall keep the Office of Recovery Services informed of changes in his or her address, employment, income, or medical insurance coverage.

e. In the event the Office of Recovery Services is enforcing child support, each party of this action may request that the Office of Recovery Services review the Court's child

support order for this action to determine whether a modification of the Court ordered child support shall be pursued.

g. The child support award may be modified prospectively pursuant to U.C.A. § 81-6-212:

(1) U.C.A. § 81-6-212(5)(a): If a child support order has not been issued or modified within the previous three years, a party may move the court to adjust the amount of a child support order.

(2) U.C.A. § 81-6-212(5)(b): If there is a difference of 10% or more between the payor's ordered support amount and the payor's support amount that would be required under the guidelines, and the difference is not of a temporary nature, the court shall adjust the amount to that which is provided for in the guidelines.

(3) U.C.A. § 81-6-212(3): A party may, at any time, petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. A change in the base combined child support obligation table is not a substantial change in circumstances for the purposes of this subsection.

(4) U.C.A. § 81-6-212(3)(c): A substantial change in circumstances may include:

- (i) material changes in custody;
- (ii) material changes in the relative wealth or assets of the parties;
- (iii) material changes of 30% or more in the income of a parent;
- (iv) material changes in the employment potential and ability of a parent to earn;

(v) material changes in the medical needs of the child; and

(vi) material changes in the legal responsibilities of either parent for the support of others.

(5) U.C.A. § 81-6-212(4): The court shall take into account the best interests of the child and determine whether a substantial change has occurred. If it has, the court shall then determine whether the change results in a difference of 15% or more between the amount of child support ordered and the amount that would be required under the guidelines. If there is such a difference and the difference is not of a temporary nature, the court shall adjust the amount of child support ordered to that which is provided for in the guidelines.

h. The joint custody worksheet was used in calculating the child support in this matter. If the physical living arrangements of a child changes from what is ordered (not including temporary changes for parent-time or visitation), then pursuant to U.C.A. § 81-6-205 a parent whom the child is not residing with is required to pay to whoever the child is residing with the amount of support set out above for that parent and described as "the base child support amount." The parent shall automatically begin paying this base support amount without the need to modify this child support order.

i. If the Joint Custody Child Support Obligation Worksheet is used to calculate the base child support obligations herein, pursuant to U.C.A. § 81-6-101(15), both parents shall contribute to the expenses of the child in addition to paying child support, including, but not limited to, ½ the children's school fees and regular extracurricular activities.

j. Pursuant to U.C.A. § 81-6-211, should the parent-time and custody award be pursuant to U.C.A. § 81-9-302, the base child support award shall be reduced by fifty percent (50%) for each child for time periods during which the child is with the noncustodial parent by order of the court or by written agreement of the parties for at least twenty-five (25) days of any thirty (30) consecutive days, or 25% for each child for time periods during which the child is with the noncustodial parent by order of the court, or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time. Normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement. The per child amount to which the abatement applies shall be calculated by dividing the base child support by the number of children included in the award.

16. CHILDCARE. Child support shall also include, in addition to the basic monthly amount, an order assigning financial responsibility for one-half of all childcare expenses incurred on behalf of the dependent children necessitated by the employment or training of a party.

a. Prior to either party incurring any work-related childcare expense, childcare arrangements with nominal or no charge, such as with family or friends, shall be used first, and each party shall check with the other to insure that work-related childcare arrangements with nominal or no charge are not available before incurring any childcare expense. A parent incurring work-related childcare expenses may 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 comply with these provisions.

b. The parent who does not incur childcare expenses shall begin payment his or her share of childcare expenses to the parent who does incur childcare expenses, on a monthly basis immediately upon presentation of proof of the childcare expense.

c. If the childcare costs cease to be incurred, the parties may suspend making monthly childcare expense payments while it is not being incurred, without obtaining a modification order.

d. The incurring party shall provide written verification of the cost and identity of the childcare provider to other party upon initial engagement and shall notify the other parent of any change in the childcare provider or monthly childcare expense within 30 calendar days from the date of the change. An incurring party may be denied the right to recover the other party's share of the childcare expenses if the incurring party fails to comply with this provision.

17. HEALTH, ACCIDENT AND DENTAL INSURANCE. Mother has been paying all health insurance premiums and out-of-pocket health care expenses for the minor children.

Pursuant to U.C.A. § 81-6-208:

a. The parent who can obtain the best insurance for the most reasonable price shall be required to maintain medical, hospital, dental and vision insurance for the dependent child where insurance is available at a reasonable cost and where the insurance coverage is accessible to the child.

b. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Kembrie Ann Henry shall be primary coverage for the dependent child and the health, hospital, or dental

insurance plan of Christopher Rha'Shaad Winston shall 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 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 child.

c. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance.

d. A parent incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

e. The parent ordered to maintain insurance shall provide verification of coverage to the other parent and ORS, if ORS is providing collection services, on or before January 2 of each year, and notify the other parent and ORS, if ORS is providing collection services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or shall have known of the change.

f. The children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

18. UNINSURED MEDICAL AND DENTAL EXPENSES OF CHILDREN. The Court shall issue an Order in which both parents share equally in all uninsured routine medical and

dental expenses, [including but not limited to one-half of expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma] as well as all other reasonable and necessary uninsured medical and dental expenses, in accordance with U.C.A. § 81-6-206.

a. Either parent who incurs medical expenses for parties' minor children shall provide written verification of the cost and payment of such medical expenses to the other parent within 30 days of payment.

b. In addition to any other sanctions provided by the Court, either 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 the parent knowingly and willingly fails to comply with subparagraph a, as applicable.

c. The custodial parent shall be ordered to provide a copy of the Decree of Divorce to each creditor providing medical or dental services for the minor children. Pursuant to U.C.A. § 15-4-6.7, each creditor is to be notified by the custodial parent that the creditor is prohibited from making claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce. Each creditor receiving a copy of the Decree of Divorce is to be notified that the creditor is prohibited from making a negative credit report or report of debtor's repayment practices or credit history regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce.

19. TAX EXEMPTIONS. While there are two eligible children, Mother shall be entitled to one (1) exemption for the parties' minor children on her taxes and shall be entitled to claim one (1) minor children as her dependent for income tax purposes and Father shall be entitled to one (1) exemption for the minor children on his taxes and shall be entitled to claim one (1) minor children as his dependent for income tax purposes. When there is only child eligible to be claimed for an exemption and as a dependent for income tax purposes, the parties' shall alternate that right, with Mother claiming the remaining child in even-numbered tax years.

a. Pursuant to U.C.A. § 81-6-210(4), a parent may not claim a child or children as exemptions for federal and state income tax purposes if that parent is not current in her or his child support obligation.

b. Pursuant to U.C.A. § 81-6-210(5), a parent may not claim a child or children as exemptions for federal and state income tax purposes unless the award will result in a tax benefit to that parent.

20. ALIMONY. Mother and Father are both healthy, mature adults, able bodied and capable of employment. Therefore, neither party is in need of alimony from the other.

21. PERSONAL PROPERTY. During the term of this marriage the parties have acquired certain personal property. It is reasonable that said property shall be distributed as the parties agree; however, in the event parties are unable to agree the Court shall divide such personal property as is equitable. Mother alleges the following is an equitable distribution of the personal property:

a. To Mother:
(1) Toyota Prius

b. Any other personal property shall be awarded as it is presently held by each party.

22. REAL PROPERTY. During the period of their marriage, the parties have acquired no real property.

23. BUSINESS INTERESTS. The parties have no business interests.

24. ASSETS. The parties have the following financial accounts (bank: checking and savings, venmo, cryptocurrency, HSA, etc.) which shall be divided and/or awarded as follows:

a. Mother shall be awarded the following accounts:

MACU Checking **3524	\$968.73
MACU Savings **3524	\$1,319.58
My529	\$1,821.11

Intermountain Health 401(k)	\$5,621.45
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b. Father shall be awarded the following accounts:

MACU Savings **5372	\$524.57
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25. DEBTS. During the period of their marriage the parties have incurred certain debts and obligations, and the Court shall make a fair and equitable distribution of the same as follows:

a. Mother shall be ordered to pay and assume the following debts:

MACU	\$21,516.40	Toyota Prius
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b. Father shall be ordered to pay and assume the following debts:

MACU	\$4,699.44	Debt consolidation
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c. Each party shall be ordered to pay and assume their own debts incurred after the parties' separation on or about October 29, 2025. Thereafter it is reasonable and proper that all debts and obligations contracted by the parties shall be the responsibility of the party who incurred the particular debt.

d. Each party shall indemnify and hold the other party harmless from any liability on the debts each party is ordered to pay. Pursuant to U.C.A. §81-4-406(3)(b), each party shall notify the respective creditors or obligees regarding the Court's division of the debts,

obligations and liabilities, and provide the parties' separate current addresses to the respective creditors of obligees.

26. RETIREMENT AND SAVINGS. During the period of their marriage, Mother has acquired retirement benefits and/or savings plan(s). It is reasonable that Mother is entitled to the proceeds of her own plan(s).

27. RESTRAINT. Father shall be permanently restrained from bothering, harassing, annoying, threatening, and harming Mother at any time and in any place.

28. RESTRAINT AGAINST DISSIPATION OF MARITAL ASSETS OR INCREASING MARITAL LIABILITIES. During the pendency of this action, the parties shall be prohibited from dissipating, transferring, encumbering, liquidating, wasting, or otherwise disposing of marital property, financial assets and accounts during the pendency of this matter, unless the action is consented to in writing by the other party or approved by the court. Both parties shall be restrained from increasing or otherwise incurring any additional debt or encumbrances on any joint accounts or marital property, except that, on an item-by-item basis, the parties may agree in writing to deviations from the foregoing.

29. RESTRAINT AGAINST USE OF PERSONAL INFORMATION. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

30. ATTORNEY FEES AND COSTS. If this matter is uncontested, each party shall be responsible and liable for his or her own attorney's fees. If contested, Father shall be responsible and liable for his own attorney's fees and costs and for Mother's reasonable attorney's fees and costs incurred herein.

31. DOCUMENT DELIVERY. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of any order, decree or judgment entered herein. Shall a party fail to execute a document within 60 days of the entry of any order, decree or judgment, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same effect as if executed by the disobedient party.

32. OTHER. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

SO ORDERED

*****In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.*****