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

<p>IN THE MATTER OF THE MARRIAGE OF:</p> <p>CAREN TINGEY WINTERS, Petitioner, and</p> <p>SHANE DEAN WINTERS, Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Case No. 254403334 Judge: Derek P. Pullan Commissioner: Marian Ito</p>
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The above-captioned matter came on regularly for consideration by the court without hearing. Pursuant to the *Stipulation and Settlement Agreement* a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE:

1. Caren Tingey Winters is awarded a Decree of Divorce from Shane Dean Winters on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

2. The parties have 2 minor children born as issue of their marriage:

<u>Child's Initials</u>	<u>Birth Month and Year</u>
M.A.W.	May 2009
R.G.W	October 2013

Provisions Relating to Minor Children

3. Legal Custody: The parties shall share joint legal custody under the terms of the parenting plan herein.

4. Physical Custody: The parties shall share joint physical custody of the children. Mother's home shall be designated as the primary residence for purposes of schooling so long as she resides in the marital home. In the event that Mother moves out of the marital home, the parties will maintain the children's enrollment in their historical schools (and feeder schools to those) if possible. The parties will work together to seek a mutual agreement for ongoing school enrollment for the children, with the goal of maintaining stability for the children where possible. If the parties are unable to reach an agreement timely, they will seek court remedy, including the option to file for an emergency court review to address school enrollment.

5. Regular Parent-Time: Parent-time shall be as the parties agree. If the parties do not agree, the parties shall share custody on a 2/2/5 rotation, with Father having the children on Mondays and Tuesdays, Mother having the children on Wednesdays and Thursdays, and the children rotating weekends Friday-Monday morning. Exchanges shall occur around school. When the children are not in school, a parent's parent-time will begin at 9 am. However, if a parent will not be home until after 5:30 pm on a custody day, the children shall go to the other parent's home (if that parent is home and available) from after school (or during the day if school is not in session) until the custodial parent is scheduled to return home. This schedule is represented visually as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Wk1	Dad	Dad	Mom	Mom	Dad	Dad	Dad
Wk2	Dad	Dad	Mom	Mom	Mom	Mom	Mom

6. Holiday Parent-Time: Holiday parent-time shall be as the parties are able to agree. If the parties are unable to agree, parent-time shall be pursuant to U.C.A. 81-9-305 as modified below with Caren being designated as the custodial parent solely for purposes of calculating the holiday parent-time schedule.

7. Extended Parent-Time: Extended parent-time shall be as the parties are able to agree. If the parties are unable to agree, each party is awarded two weeks of uninterrupted parent-time during the summer months when school is not in session. Unless the parties agree otherwise, these two weeks shall be exercised consecutively. In the event of a conflict, the parties shall alternate who has first choice of extended parent-time with the parent making the earlier election being awarded first choice. In even numbered years, mother shall make her election of extended parent-time dates no later than April 1st and father shall make his election of dates no later than April 15th. In all odd numbered years, father shall make his election of extended parent-time dates no later than April 1st and mother shall make her election of dates no later than April 15th.

8. Precedence of Parent-Time: If a conflict arises in the parent-time schedule the order of precedence is:

- a) the holiday schedule for Mother's Day or Father's Day;
- b) the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;

- c) the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday;
- d) extended parent-time; and
- e) the regular parent-time schedule.

9. Transportation: Wherever possible, parent-time exchanges shall occur through the children's school, wherein the parent ending their parent-time timely drops the children off at school and the parent beginning their parent-time picks the children up from school. In all other instances, the parent beginning his or her parent-time is responsible for transportation. Unless otherwise dictated by the holiday statute, when school is not in session, exchanges will be at 9 am.

10. Virtual Parent-Time: Both parents shall allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

11. Right of First Refusal: Pursuant to Utah Code 81-9-202(13), parental care is presumed to be better for the children than surrogate care. Therefore, if either party is available when the other parent is not available to personally care for the child overnight, the other parent shall have the first option to provide care for the children. A parent exercising the right of first refusal is responsible for all associated transportation.

12. Address and Phone Number: Each party shall keep the other party informed of his or her address and telephone number at all times.

13. Child Support: Caren is employed by Wasatch Behavioral Health. Caren works 20 hours per week and earns a gross monthly income of \$2,000.00. Shane is employed by Provo City and

earns a gross monthly income of \$12,675. Using the joint custody worksheet, Shane will pay child support for the children in the amount of \$795.00 per month beginning June 1, 2026.

a. The child support will be paid until (1) the minor child reaches the age of majority or graduate High School in the expected year 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 Utah Code 78A-6-801 et seq. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

b. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payers. All administrative fees and costs of income withholding assessed by the Office of Recovery Services will be paid by Shane.

c. Shane may make his child support payments on a bi-weekly basis, consistent with his pay schedule at work and consistent with the alimony paragraph herein, so long as he remains current or so long as support is being paid directly between the parties. However, in the event that either party opens a case with ORS for support collection, child support will be paid in two increments each month- half on the 5th and half on the 20th of each month.

14. Child Support Modification in 2028: The parties anticipate that Caren will finish her graduate program in summer of 2028. Caren will provide Shane updated pay verification within 30 days of obtaining any new employment. Shane has the automatic right to seek a modification

of child support after June 2028, which modification may occur by motion (not petition) and without any obligation to meet a minimum threshold of change in support or income level.

15. Medical Insurance Coverage: Shane will maintain in force any and all health insurance for the minor children, when it is available at a reasonable cost and the insurance coverage is accessible to the children. If at any time the children are covered by the insurance plans of both parents, Shane's plan shall be designated the primary coverage and Caren's plan shall be secondary coverage for the children. If a parent remarries and his or her dependent child is not covered by that parent's insurance, but is covered by the step-parent's plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation and primary or secondary insurance. The party who carries the insurance on the children shall provide proper verification of health, optical, hospital, dental and other medical insurance coverage to the other party on or before January 2nd of each calendar year. Furthermore, each party shall notify the other of any change of insurance carrier, premium, or benefits within thirty (30) days of the date he/she first knew or will have known of the change.

16. Medical Insurance Premiums: Shane will pay for 100% of the cost associated with the children's primary insurance coverage, so long as it's available through work. If Caren elects to provide a secondary coverage, it shall be at her own cost. If at any point insurance is not available through Shane's work at a rate similar to his 2026 cost (not more than 10% increase year over year), the parties will address the best coverage option and will share the cost of the premiums equally, one half to each.

17. Out-of-Pocket Medical Expenses: So long as the children are on an insurance with out of pocket costs similar to the rates paid under Shane's plan in 2026 (not more than 10% increase year over year), Shane will be responsible for 100% of the out of pocket costs for reasonable and/or necessary health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses of the parties' minor children up to \$4,500 in a calendar year, including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, therapeutic, orthodontic, optical, hospital, dental and other medical insurance coverage and all reasonable and necessary uninsured health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent. Reasonable and/or necessary expenses shall be determined by the recommendation of the treating professional and using a reasonable person standard. Neither parent shall be allowed to refuse payment on care that is recommended by a treating physician. If out of pocket costs for the children exceed \$4,500 in any calendar year, the parties will split the excess amount equally, one half to each. A parent who incurs medical, vision, or dental expenses on behalf of a minor child and is requesting reimbursement shall provide written verification of the cost to the other parent within 30 days, and reimbursement will be provided within 30 days. Failure to comply with this paragraph may result in the court denying reimbursement. If 1) the children lose insurance coverage, or 2) the out of pocket costs significantly depart from the current rates, or 3) if Shane is unemployed, then the parties will revert to the statutory division of out of pocket costs for the children, splitting them equally between the parties.

18. Child Care: Given the ages of the children, it is not anticipated that child care costs will be incurred. However, if the parties are ever in need of child care, that parent incurring the costs will be responsible for the costs associated with the care, without reimbursement.

19. Taxes: Shane will be awarded the tax deductions related to the minor children. Shane's ability to claim the exemption for the minor children shall be conditioned on his being current on December 31st of that tax year in his child support obligations to Caren. Upon reasonable advance notice and request, each party should provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

20. Extra-curricular Activities: The parties shall discuss which extra-curricular activities the children should participate in. The parties shall support the children in these extra-curricular activities, financially and otherwise sharing the cost equally, whenever they have agreed on a children's involvement in any activity in writing. A parent who enrolls a child in an activity without discussing it with the other parent (and obtaining their agreement in writing) is solely responsible for the associated costs. A parent shall provide receipts for payment of extra-curricular expenses or school fees to the other parent within 30 days of incurring or paying the expense. The other parent shall reimburse within 30 days of receiving the proof from the paying parent.

21. Children's Costs: Shane will also bear the cost of the children's cell phones, up to \$75 per month. The parties will share equally the cost of car insurance for the children, first discussing the most reasonable and cost-effective option between the parties' respective plans. Once a car insurance plan is selected, the parties will be obligated to contribute ½ of the actual expense paid

for the child's car insurance. Any double-coverage will be solely at the cost of the party electing for the secondary coverage. The parties shall equally share any mandatory school fees including, but not limited to, registration fees, lab fees, mandatory supplies, AP testing fees, bus fees, etc.

PARENTING PLAN PROVISIONS FOR JOINT LEGAL CUSTODY

22. Mutual Restraining Order: The parties are restrained from disparaging the other party to or in the presence of the children and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or divorce finances with or in the presence of the children and are to instruct third-parties to also be so restrained. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

23. Medical and Educational Information: Both parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission. Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact or medical care provider contact.

24. Notice of Activities: Both parties will have the right to be notified by the other party of major events in the children's lives that they otherwise would not be aware of, so that they can have enough advance notice to attend.

25. Communication: Each party will communicate directly with the other and not through third persons. The children will never be used as messengers. Communication will be respectful and at no time will it be sarcastic or derogatory. Communication will be limited to matters involving the minor children such as their health, activities, and well-being. In the event of a child's medical emergency, each party will promptly notify the other.

26. Out of State Travel: Any parent intending to take a child out of state for more than 3 days will provide a brief itinerary to the other parent including a telephone number for emergency communication at least 5 days in advance.

27. Relocation: The parties will follow the notice provisions of Utah Code 81-9-209. Because the parties share equal time with the children, any move more than 25 miles from the children's school shall trigger the relocation notice requirement.

28. Decision making: It is anticipated that parental decisions will be required for major decisions in raising the children, including, but not limited to, medical, dental, psychological treatment/counseling, and education. When these issues arise, the parents will discuss the issues. Each parent will give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parties will seek input from the treating physicians or educators. Both parents will be provided with such input.

29. If the parents cannot agree after making a good faith effort to come to an agreed-upon decision, the parties will seek out the recommendation of a related expert who already has an established relationship with the children (ie, teacher or school admin for education matters, treating physician for medical, etc.) and the parties will follow the recommendation of that

professional. If either party believes that the decision is contrary to the best interests of the child, the disagreeing parent may seek out a second opinion at his or her own expense. The professional giving the second opinion must be notified of the first professional's recommendation and must have an identical or equivalent licensure or qualification to give the second opinion. Both parties shall participate in that second opinion process. In the event that the professionals cannot agree on a course of action or if either parent still disagrees, either party will have the right to seek review thereof through the court. The parent opposing the recommendation of the first professional will have the burden to demonstrate that the decision is contrary to the child's best interests.

30. Religion: The parties have historically raised their children in The Church of Jesus Christ of Latter-day Saints. The minor children shall receive the customary ordinances and rites at the traditional ages, if they so desire. Neither party will disparage any religion in which the children are participating or have participated at any time during their lives. If the children want to attend church with Mother at her congregation during Father's weekends, they may do so, provided Mother does all the transportation. This does not obligate Father to make the children available, only to permit the children to designate their own preference for attending church.

31. Emergency Medical Decisions: The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will notify the other parent of the emergency immediately.

32. Implementation of Treatment: Each of the parties will facilitate, help and promote the taking of medication or other regimens of therapy for the children as prescribed by a doctor. The parties shall reach a mutual agreement prior to any elective procedures for a minor child.

NON-CHILD RELATED PROVISIONS

33. Debts: During the course of the marriage, the parties have not incurred any joint debts. Each party is solely responsible for the debts held in his or her separate name and will hold the other party harmless therefrom. The parties shall notify respective creditors regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

34. Vehicles: Caren is awarded the 2016 Honda Odyssey. Shane is awarded the 2020 Ford F-150 subject to the debt thereon. The Kia Sorento will be used ongoing as a vehicle for the children.

35. Personal Property: The parties shall equally divide all personal property, excepting the vehicles outlined above. If the parties are not able to agree on the division of personal property, all items shall be divided using a draft system, with Caren choosing first and the parties rotating turns selecting items until all items are distributed.

36. Pets: Caren is awarded possession of the parties' dog.

37. Accounts: Caren shall be awarded the following accounts (and contents of the accounts): Deseret First Checking (-9305); Deseret First Savings (-9298); Deseret First College Checking (-2697); Deseret First Savings (-4524). Shane is awarded the following accounts: Ally Financial Checking (-9973); Ally Financial Savings (-5555); Ally Financial Savings (-5523); Utah First Savings (-4501).

38. Personal Belongings: Each party is awarded their own personal belongings such as clothing and toiletries.

39. Retirement Accounts: Shane is awarded his URS pension. Shane will be awarded \$17,000 of the URS 401k (less any money that he withdrew from the 401k after November 30, 2025, if any money was deducted), and Caren shall be awarded the balance of the URS 401k as of the date of Shane's signature on this agreement. A QDRO will be prepared by Petitioner, awarding her this portion of the 401k account as of the date of Shane's signature on this stipulation.

40. Real Property: The parties own a home at 450 North 250 East, Mapleton, UT 84664. This property is awarded to Caren, with all rights, interest, and equity. Shane will move out of the home within 60 days of the date of this agreement.

41. Caren will refinance the property and remove Shane from any liability associated with the home within 3 months of graduating from her graduate school program or by October, 2028 at the latest. Caren will also refinance the home if she remarries or cohabitates prior to the trigger date listed above. If Caren is unable to refinance the home, the home shall be listed for sale. Shane will sign a quit claim deed, assigning his interest in the property to Caren, to facilitate her refinancing or selling the home. Shane will be obligated to sign the deed no later than 15 days after Caren requests it to facilitate pursuing refinance or sale. However, this deed in no way should limit Shane's ability to seek remedy against Caren's obligations under this Decree as it pertains to the property and the obligations thereon between the signing of the deed and the actual transfer of the financial responsibility of the mortgage away from Shane. While Shane is

on title of the home and because Shane has no claim to the equity in the property, Shane will hold Caren harmless on any interference that may occur on her property rights and equity due to his conduct or action.

42. Shane will contribute 1/3 of the November 2026 property taxes owing on the marital residence, as contribution towards the time that he was in the home. This amount shall be paid to Caren within 15 days of receiving documentation of the property tax assessment. Caren shall then provide Shane documentation that the taxes were paid.

43. Caren shall hold Shane harmless on any and all obligations associated with the home, being responsible for making timely payment on the mortgage, taxes, insurance, and any associated obligations starting June 1, 2026.

44. While Shane is listed on the mortgage, Caren has an affirmative duty to notify Shane within 7 days of remarriage or cohabitation. If Caren fails to make a timely payment on the home obligations while Shane is still on the mortgage, Shane may seek court order that the home be listed for sale. While listed on the mortgage, Shane shall have ongoing access to the mortgage account so he can monitor the status of the account. Shane will maintain the payments on the house through May 2026; starting June 1, 2026, Caren will take over responsibility on paying the mortgage and other carrying costs on the home. If Caren is late on a mortgage payment, Shane may take over ongoing payments of the mortgage to protect his credit, deducting any payment amounts against his alimony payment to Caren until such time as the home is sold.

45. Alimony: Shane will pay Caren alimony such that total support (child support plus alimony) equals \$3000 per month. Support Payments will be paid in bi-weekly installments according to Shane's bi-weekly pay schedule (with each bi-weekly payment totaling \$1384.62) so long as payments are made timeline and the parties have payments paid directly, not going through ORS. Alimony shall terminate upon client's cohabitation, death, or when alimony has been paid for 30 months. Support payments will begin June 1, 2026.

46. Restoration of Maiden Name: Caren's name will be restored to Caren Tingey, if she so chooses.

47. Attorney's Fees: Each party is responsible for his or her own attorney's fees.

48. Delivery of Documents: Each party is ordered to execute and deliver to the other any documents required to implement the provisions of the Decree of Divorce entered by the court.

[END OF COURT ORDER. SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Jared Erikson

Jared Erikson

Attorney for Shane Winters

**Electronically signed with permission given on 4/30/2026*

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Caren's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of April 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Cory Hundley
cory@hundleyharrison.com
Attorney for Shane Winters

/s/ Tyra West
Tyra West
Paralegal for Jenna Hatch