



**PARTIES, CHILDREN, JURISDICTION AND VENUE**

1. The parties are bona fide and actual residents of Utah County, State of Utah, and were such for at least ninety (90) days immediately prior to the commencement of this action.

2. Catherine and Jed are husband and wife, having been married in Utah County, State of Utah on November 2, 2001.

3. The parties have two (2) children born to the parties during the course of their marriage that remain as minors, to wit: L.H.G., born September 2020, and K.G., born July 2010, and no other children are expected as issue of this marriage.

4. Jurisdiction is proper in this court pursuant to Utah Code Ann. §78A-5-102 and §81-4-402.

5. Children – Rule 100. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. §81-11-101 *et seq.* and The Uniform Interstate Family Support Act, Utah Code Ann. §81-8-101 *et seq.*, the parties state upon information and belief that:

- a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor children which have been filed, or are pending, or have been completed with an order.

- b. The parties are unaware of any other criminal, delinquency, or protective order cases involving a party or the parties' children.
  - c. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor children and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the children.
6. Venue is proper in this court pursuant to Utah Code Ann §78B-3a-201.

**GRANT OF DIVORCE**

7. The Court hereby enters a decree of divorce based on irreconcilable difference pursuant to Utah Code §81-4-405(1)(h) which have rendered continuation of the marriage impossible.

**PHYSICAL CUSTODY AND PARENT-TIME**

8. Regular Parent Time. The parties are awarded joint physical custody on an equal basis as the parties can agree, or if they cannot agree it shall be on a week-on/ week-off parent-time schedule, with exchanges occurring on Sunday evenings at 8:30 p.m.
- a. Beginning with the 2026-2027 school year, if Jed has not relocated to within twenty (20) miles of Catherine's residence, during the school year he shall exercise parent time as the parties can agree, or if they cannot agree, pursuant to ¶81-9-303, U.C.A.
9. Holidays. If the Parties cannot agree on a holiday schedule, the

parties will only celebrate the following holidays (despite the language found in §§81-9-302 and 303):

	<b>Holiday</b>	<b>Holiday Time Period</b>	<b>Years Jed is Granted Holiday</b>	<b>Years Catherine is Granted Holiday</b>
	Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even 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.	All years if noncustodial parent is the mother or other parent designated in the order.	All years if custodial parent is the mother or other parent designated in the order.
	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.	All years if noncustodial parent is the father or other parent designated in the order.	All years if custodial parent is the father or other parent designated in the order.
	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
	Labor Day	(1) Holiday begins Friday at:	Odd years	Even years

		<p>(a) 9 a.m. if school is not in session and the parent can be with the minor child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the minor child to school on the day following Labor Day; or</p> <p>(b) at 8 a.m. on the day following Labor Day if there is no school.</p>		
	Fall Break	<p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the minor child to school on the day following the end of fall break; or</p> <p>(b) at 8 a.m. on the day following the end of fall break if there is no school.</p>	Odd years	Even years
	Halloween	<p>(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:</p> <p>(a) at the time that school is dismissed; or</p> <p>(b) at 4 p.m. if there is no school.</p> <p>(2) Holiday ends at 10 p.m. on the same day the holiday begins.</p>	Even years	Odd years
	Thanksgiving	<p>(1) Holiday begins on Wednesday at:</p> <p>(a) 6 p.m.; or</p> <p>(b) the time school is regularly dismissed for</p>	Even years	Odd years

		Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.		
	Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 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 upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
	Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
	Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

10. Extended Summer Parent Time. Each year a parent may designate up

to three (3) consecutive overnights which are to be contiguous with their regular parent time week (for a total period not to exceed ten consecutive overnights) to exercise uninterrupted parent time during the summer when school is not in session. In even years, Jed shall make his designation by May 1<sup>st</sup>, and Catherine shall make her designation by May 15<sup>th</sup>. In odd years, Catherine shall make her designation by May 1<sup>st</sup>, and Jed shall make his designation by May 15<sup>th</sup>. If a parent fails to provide notification within the time periods, that parent shall lose their priority for that year. If both parents fail to provide notice within the time periods, the first parent to provide notice shall have priority for their choice. For the summer of 2026 only, Jed will have until June 1<sup>st</sup> to make his election and Catherine will have until June 15<sup>th</sup>. If the children are not in school, extended parent time is not limited to the summer break.

11. Precedence of Parent Time. If a conflict arises in the parent time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent time:

- a. The holiday schedule for Mother's Day or Father's Day;
- b. The holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent time under Paragraph 10 and takes the minor child away from the parent's residence during the uninterrupted extended parent time;
- c. The holiday schedule for any holiday listed above that is not

Father's Day, Mother's Day, or the child's birthday;

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

d. Extended parent time under Paragraph 10; and

e. The schedule for weekday or weekend parent time.

12. Relocation. The parties shall follow the notice requirements found in Utah Code Ann. §81-9-209 in the event of an intended relocation wherein the parties are more than 20 miles or more from the residence of the other parent, then the parties shall discuss potential parent time arrangements.

a. Notwithstanding the foregoing, in the event of an intended relocation by either parent that would make the joint custody schedule unworkable, the relocating parent shall be required to file a petition to modify the parties' custody order and obtain permission from the Court to relocate with the child prior to relocating.

#### **LEGAL CUSTODY AND PARENTING PLAN**

13. The Parties are awarded joint legal custody, subject to the following *Parenting Plan*:

#### **Decisions Regarding Raising the Child**

14. The Parties shall discuss with each other major decisions involving the



children's health and medical care, education, and religious participation, and attempt to come to an agreement. The parties shall consult with and share information from any subject matter experts, professionals who are knowledgeable about the issue, or who have a substantial connection to the children. After having obtained and exchanged all of the relevant information and received the opinion of any relevant subject matter experts, if the Parties are unable to agree, the Parties shall attend mediation with each party paying an equal share of the mediator's fee; except for health care decisions in which case, they will defer to the doctor. If the Parties are still unable to agree after mediation, either party may file a motion, pursuant to Rule 101 of the Utah Rules of Civil Procedure to request that the court make the decision in the child's best interest.

15. Day-to-day decisions regarding the care, control, and discipline of the children shall be made by the parent with whom the child is residing at the time.

16. Each parent shall have the right to make emergency medical decisions without consultation with the other parent and shall immediately inform the other parent of said emergency. Emergency medical decisions are those that are life threatening to the child(ren).

### **Education Plan**

17. Absent an agreement of the parties, the children shall attend their currently anticipated schools of Lone Peak or American Fork High school for

K.G., and Cedar Ridge Elementary school for L.H.G. Such school elections and the school trajectories from these schools shall not be changed absent and agreement of the parties or order of the court.

18. Both parties shall be listed for any emails given by teachers or respective school administrators. Both parties shall take the initiative to register for any online portal to access the children's information so neither parent will have to provide information that they can otherwise access themselves.

### **Parent-time Exchanges**

19. If school is in session, the parent who is exercising their parent time period with the children shall be responsible to take the children to school in the morning at the conclusion of their last overnight parent time, and the parent who is commencing their parent time period with the children, shall be responsible to pick the children up from school in the afternoon of that same day in order to commence their parent time period.

20. Each party shall be responsible for transporting the children to and from school during their parent time and is responsible for the children's timely arrival to and pick-up from school.

21. If school is not in session, the parent time exchange shall take place at a mutually agreed upon time. If the parties are unable to agree, then the exchange shall take place at 9:00 a.m., with the parent who is commencing their parent time with the child being responsible to pick the children up

from the parent whose parent time period is ending.

22. A stepparent, grandparent, or other responsible adult designated by the parent who is exercising parent time, may pick up the children for that parent's parent-time if the other parent is aware of the identity of the individual and the parent who is exercising their parent time will be with the children by 7 p.m.

23. Both parents shall be polite and cordial and behave maturely during exchanges of the children. There shall be no conflict or discussions that may lead to conflict during the exchange.

24. The parents shall also prepare the children, both mentally and physically, for each parent-time exchange by having the children packed and ready to leave on time, and by encouraging the children to spend time with the other parent.

### **Virtual Parent-Time**

25. Both parents shall allow liberal telephone and other virtual communication (e.g. FaceTime, etc.) with the other parent and shall encourage the children to call the other parent.

26. Each parent shall allow the minor children to contact the other parent at any time the minor children desire to have telephone or virtual contact.

27. Each party shall have the right to contact the children at reasonable times and for reasonable durations (based upon the child's age, maturity, interests, schedule, etc. to participate).

28. These calls shall not be unreasonably denied by the parent who has the children, as long they do not conflict with existing plans or scheduled events or unduly interfere with the children's customary routine.

### **Communication Between Parties**

29. Any and all coparenting communication and information shall be in writing unless there is an emergency or time necessitates. Communication shall be peaceful, civil, and non-abusive.

30. Neither party shall ask or attempt in any way to have the children transfer messages between the Parties, whether verbal or written. The Parties shall contact each other directly to discuss child-related issues between themselves and shall not involve the children.

31. Communication shall be between the Parties and not through third parties unless both Parties mutually agree otherwise. A stepparent or significant other's role is to support the parent, not supplant the parent.

### **Respect and Cooperation**

32. Both Parties recognize that the best interests of the children require the Parties to cooperate and treat each other with dignity and respect, especially in the presence of the children. Both parents shall use their best efforts to foster the development and maintenance of positive relationships with the children by encouraging affection and promoting respect and good feelings toward the other parent. In addition:

a. Neither parent shall attempt to harm or alienate the

relationship the other parent has with the children in any form. Neither parent shall make or allow another person or agent within their control or influence to make any disparaging comments about the other person or the other person's spouse or significant other in the presence of or within earshot of the children, including making posts on social media.

b. The parents shall cooperate and include each other as to their children's day care, health care, schooling, religious activities, organized sports, and other special activities and shall notify each other in advance of their children's regular activities so that they may participate; and

c. The parents shall not involve the children in disputes or disagreements that may arise between each other, but they may jointly discuss issues with their children to obtain their input.

33. Both parents shall be concerned for the best interest and well-being of the children; therefore, both parents shall be governed by the following principles:

a. The Parties shall have a co-parenting relationship that is built on trust and respect;

b. The Parties shall establish and maintain parental communication with each other to ensure that the other parent is informed about the children's needs;

- c. The Parties shall support each other in their respective parenting roles and shall use positive words about the other parent and the other parent's partner or spouse to the children, and shall be restrained from saying anything negative about the other parent, for the purpose of the children developing good self-esteem;
- d. The Parties shall listen to each other and do their best to understand the other's point of view;
- e. The Parties shall make all attempts to resolve all conflict between them and shall utilize experts to assist them in this endeavor, if they are unsuccessful personally;
- f. The Parties shall solve problems and make joint decisions by working through their decision-making procedure which is described herein;
- g. The Parties shall work together to improve their parenting skills and to share their ideas;
- h. The Parties shall live by the golden rule that they shall treat each other as they would like to be treated;
- i. The Parties shall start over and recommit to this Parenting Plan when one or both of them steps outside of this plan and forgets about a commitment made in this plan; and
- j. The Parties shall see the other parent as a resource, consultant,

and ally. The Parties shall effectively work together as co-parents to promote the best interest of the children.

k. The parties shall not introduce any significant other to the children or have a romantic interest spend the night during parent time or be left alone with the children until they have been involved in a serious, exclusive relationship for at least 6 months and the other party has met this person. Parties shall notify the other party when they plan on introducing any significant other or romantic interest to the children ahead of time.

#### **Contact Information**

34. Each party shall keep the other informed as to changes in residential addresses; home, work, and cell phone numbers; email addresses, and any other important contact information, including how to be reached in the event of an emergency, within 24 hours of any change.

35. Each parent shall provide all surrogate care providers with the name, current address and telephone number of the other parent; and provide the other parent with the name, current address, and telephone number of the of all surrogate care providers.

#### **Extended Overnight Trips**

36. Pursuant to Utah Code §81-9-202(19), for emergency purposes, whenever a child travels overnight or out of state with either parent, all of the following shall be provided to the other parent prior to travel: (1) an

itinerary of travel dates, flights, etc.; (2) destinations; (3) places where the child or traveling parent can be reached; (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

37. The parties shall cooperate in obtaining and/or renewing the children's passport with each paying half. Catherine shall be allowed to hold the passports. The party that has the passports will provide them to the other at least 14 days prior to the party's trip and such shall not be unreasonably withheld. The passports will be returned to them within 7 days of returning from the trip. If the passports are lost, the party that loses them shall pay for them to be replaced.

### **Activities, Events, and Information**

38. Both Parties shall be entitled to participate in all social and school functions their children attend. Each party shall be entitled to know about all important events in the children's lives, including the right to have relationships with and access to third parties and information having to do with the children. This shall include health care providers and educators as well as medical and school records. This information shall be calendared and shared.

### **Surrogate Care**

39. Direct care by either parent as opposed to surrogate care (by relatives or unrelated babysitters) shall be presumed to be in the children's best



interest. As such each party shall be awarded the right of first refusal such that if one party cannot be present with the child during their respective parent time for an overnight period or more, then that parent must offer that time to other parent prior to seeking surrogate care.

40. The parties shall inform one another of the surrogate provider, if any, during the parent time.

### **Relatives**

41. Ongoing relationships between the children and relatives shall be encouraged and continued. Neither parent shall interfere with relationships or visits between the children and relatives, including cousins, aunts, uncles, and grandparents, arbitrarily, in bad faith, or without sufficient cause.

42. Each party shall make reasonable efforts for the minor children to attend special family functions. Neither party shall abuse this privilege by making excessive requests or unreasonably withholding permission. This typically includes functions unalterable by a parent (i.e. weddings, extended family reunions, or important ceremonies). In addition, the parties shall provide reasonable make-up time for accommodations made pursuant to this paragraph.

### **Prohibition on Drugs and Alcohol**

43. Neither party shall use illicit drugs, abuse prescription medication or consume alcohol in the presence of the minor children. Neither party shall

allow third parties to use illicit drugs, abuse prescription medication, or consume hard liquor or drink any alcohol to a level of inebriation in the presence of the children and the parties shall be under an affirmative duty to remove the children from the presence of any such third person.

### **Adjustments or Modifications**

44. All permanent adjustments or modifications to this Parenting Plan shall be made in writing, signed by both Parties, notarized, and filed with the Court. Temporary or minor changes may be made whenever the Parties agree.

### **Failure to Comply**

45. If a parent fails to comply with any of the provisions set forth above under this Parenting Plan, the other parent's obligations under said section shall not be affected.

*[End Parenting Plan.]*

### **CHILD SUPPORT**

46. Child Support shall be calculated according to Utah Code Ann. §81-6-201 et seq. Catherine's imputed gross monthly income of \$2,600 per month. Jed's imputed gross monthly income of \$20,833 per month. Pursuant to statute, Catherine is allocated 183 overnights and Jed is allocated has 182 overnights solely for the purpose of child support calculation on the Joint Physical Custody Worksheet. Effective May 2026, this results in Jed having a child support obligation of \$1,197 per month.

a. *Payment.* The monthly child support shall be paid one half on or before the 5<sup>th</sup> day of each month, and the other half on or before the 20<sup>th</sup> day of each month.

b. *Duration.* 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 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 Ann. §81-6-213 *et seq.*

c. *Income Withholding.* In order to collect child support, the obligee parent shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. §§62A-11-401, *et seq.* and 62A-11-501, *et seq.* Said income withholding procedure shall apply to existing and future payors of the non-custodial parent. All withheld income shall be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah, 84145-0011 until such time as the obligor party no longer owes child support to the obligee party.

#### **EXTRACURRICULAR ACTIVITY AND SCHOOL FEES**

47. Each party shall pay one-half of any and all reasonable extra-curricular/school activity expenses for the children which are agreed upon in writing. In the event that a party desires to have a child participate in an

extracurricular activity that the other party refuses to agree to, that party may still enroll the child in the activity, as long as that party pays for the activity and the activity does not interfere with the other party's parent-time. Agreement shall not be unreasonably withheld and the parties shall support the children's desires to participate in certain extra-curricular activities and/or school/recreational sports.

48. The parties shall share equally all mandatory school fees and the cost of school lunch, including but not limited to, uniforms, lab fees, class fees, instrument rentals, activities chosen from school for the minor children.

49. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity or school 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. The parties shall utilize expense tracking to notify and verify proof of cost and payment and shall reconcile with payment on the 5<sup>th</sup> of each month for the expenses incurred and paid for the month prior.

#### **CHILD CARE EXPENSES**

50. The parties shall equally share any out-of-pocket childcare costs incurred solely for the purpose of either party working. This shall not apply if a parent is available without charge and the parent chooses to use

surrogate care, then that parent shall be solely responsible for payment of those daycare expenses on their own time.

51. If an actual expense for childcare is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon presentation of reasonable but verifiable proof of the out-of-pocket childcare expense.

52. The parent incurring the childcare expense shall provide written verification of the cost and identity of a provider to the other parent upon initial engagement of a provider. Neither party will unilaterally make a substantial change to the current care provider situation. They would have to mutually agree to any change.

53. The parent incurring 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 this section.

#### **HEALTH INSURANCE AND MEDICAL/DENTAL EXPENSES**

54. In the event either party currently has now, or has in the future, health insurance available to them through their place of employment or through some other source at a reasonable rate, whichever party is able to obtain health insurance at a reasonable cost for the children shall be required to obtain such insurance for the benefit of the minor children. If only one party maintains insurance for the children, the party who is able to obtain the best coverage at the lowest cost shall be required to obtain the

insurance, with contributions from the other party as set forth below. Health insurance shall include an obligation to carry dental insurance if it is available on the same basis.

55. The Parties shall share equally the children's portion of the out-of-pocket costs of the health/dental insurance premium actually paid by a party. The children's portion of the health/dental insurance premium is a per capita share of the premium actually paid. The premium expenses 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 minor children in this case who are covered by such a policy.

56. If, at any point in time, the dependent children are covered by the health or dental insurance plans of both parents, the health or dental insurance plan of Jed shall be primary coverage for the dependent child, and the health or dental insurance plan of Catherine 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 or dental insurance plan but are by a step-parent's plan, the health 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.

57. Double coverage shall not in any event be required unless it results in a financial benefit to both Parties.

58. If the children are covered by health insurance plans for both parents, then each parent shall be responsible for the children's portion of the premiums for their respective policies.

59. Both parents shall provide medical support by equally sharing all reasonable and necessary uninsured and unreimbursed medical, dental, orthodontic, optical and mental health expenses incurred for the dependent child, including deductibles and copayments.

60. The parent who incurs necessary medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment, as set forth in Utah Code Ann. §81-6-208. The other parent shall then reimburse the parent incurring the expense within thirty (30) days after receiving the verification.

61. The parent who incurs 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 provide written verification of the cost and payment of medical expenses within thirty (30) days of payment, as set forth in Utah Code Ann. §81-6-208.

62. The Parties shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth in Utah Code Ann. §81-6-208.

63. The requirement for either parent to maintain health and dental insurance, and/or to pay any non-covered medical and dental expenses shall

remain in effect for a child only as long as the child is of the age that he or she would be entitled to receive child support.

64. The parent who maintains health insurance shall provide verification of coverage to the other parent, upon initial enrollment of the dependent children, and thereafter, on or before January 2<sup>nd</sup> of each calendar year or the month after the annual enrollment occurs as set forth in Utah Code Ann. §81-6-208.

### **TAXES**

65. The parties shall file married joint for the 2025 tax year and shall equally share any refund or obligation resulting therefrom within seven (7) days of receipt. If there is an outstanding obligation, such shall be paid off with proceeds from the sale of real estate as outlined below.

66. Commencing with the 2026 tax year, the Parties shall claim the children for income tax purposes as follows:

- a. For as long as there are two children eligible to be claimed for tax purposes, Catherine shall claim L.H.G. and Jed shall claim K.G. each year.

- b. As soon as there is only one child eligible to be claimed for tax purposes, the parties will alternate claiming the child, with Jed claiming the child for even numbered years and Catherine claiming the child for odd numbered years.

67. Pursuant to Utah Code Ann. §81-6-210, a party's right to claim a child



on taxes shall be based on the obligor parent being current in the payment of all child support and child-related expense obligations by December 31<sup>st</sup> of the tax year in question. If a party is not current, then the exemption shall be awarded to the other parent.

68. If a party will not recognize any tax benefit from claiming their allocated child for tax purposes, the other party shall be allowed to do so.

69. The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the child he or she is entitled to claim pursuant to this paragraph.

70. The parties shall be equally responsible for any tax liability resulting from the sale of marital real estate.

### **MARITAL PROPERTY**

#### **REAL PROPERTY**

71. During the marriage, the parties acquired real property located at 149 S. 1675 W., Lehi, UT 84043 (the "Lehi Home"). There is equity in the marital residence and said real property shall be disposed of in accordance with the following terms and conditions:

- a. The Lehi Home is currently under contract to be sold.
- b. The parties will follow the agent's advice with respect to staging the home, list price, and accepting and rejecting offers, and they shall do so with all possible speed and diligence. All correspondence from the realtor shall be responded within 48

hours and all documents signed within 48 hours.

c. Unless the parties mutually agree upon otherwise in writing, the parties shall accept any offer at, above or within 5% of asking price. To the extent there are competing offer, the parties shall accept the best (highest) offer.

d. The parties shall agree on any adjustment in the price, except both parties shall effectuate any price adjustment recommended by the realtor and utilize best efforts in effecting the sale. Neither party shall do anything that would hinder, delay or prevent the timely sale of the home.

e. If either party is required to pay for improvements/ repairs related to the sale of the home or put such expenses on their respective credit, such shall be reimbursed at the time of sale as outlined below.

72. The proceeds of the Lehi Home shall be paid as follows:

a. First, to retire all outstanding mortgages.

b. Second, pay all expenses related to the sale.

c. Third, deposit forty thousand dollars (\$40,000) into the parties' joint AFCU account. However, such funds will not be used by the parties for personal expenses, but will be reserved to pay only the ongoing expenses related to the Cedar Hills Home, including the first and second mortgages, the Discover Loan personal loan (for

driveway), LightStream loan (for driveway) and utilities.

d. Fourth, pay towards the marital debts as follows:

i. Any remaining proceeds shall be initially divided between the parties with Catherine initially receiving 62% of the net proceeds and Jed receiving 38% of the net proceeds. The intention that these proceeds will be applied to marital debts as follows:

1. Paid toward the credit card debts with the highest interest rates.

ii. The parties anticipate receiving approximately \$120,000 in net proceeds from the sale of the Lehi Home. Accordingly, \$40,00 will be reserved for the Cedar Hills Home and approximately \$80,000 will be distributed to the parties to pay towards their respective debts as outlined herein. This represents a preliminary distribution only.

iii. The total allocation of all proceeds from the sale of all marital real property shall be outlined in paragraph 74 below.

73. During the marriage, the parties acquired real property located at 9502 Aztec Drive, Cedar Hills, UT 84062 (the "Cedar Hills Home"). There is equity in the marital residence and said real property shall be disposed of in

accordance with the following terms and conditions:

- a. The Cedar Hills Home shall be listed for sale through the joint efforts of both parties no later than May 15.
- b. While it is listed, the Parties shall use the funds set aside in the joint account to pay ongoing obligations associated thereto as outlined in paragraph 72(c).
- c. The parties shall follow the agent's advice with respect to staging the home, list price, and accepting and rejecting offers, and they shall do so with all possible speed and diligence. All correspondence from the realtor shall be responded within 48 hours and all documents signed within 48 hours.
- d. Unless the parties mutually agree upon otherwise in writing, the parties shall accept any offer at, above or within 5% of asking price. To the extent there are competing offer, the parties shall accept the best (highest) offer.
- e. The parties shall agree on any adjustment in the price, except both parties shall effectuate any price adjustment recommended by the realtor and utilize best efforts in effecting the sale. Neither party shall do anything that would hinder, delay or prevent the timely sale of the home.
- f. If either party is required to pay for improvements/ repairs related to the sale of the home or put such expenses on their

respective credit, such shall be reimbursed at the time of sale as outlined below.

74. The proceeds of the Cedar Hills Home shall be paid as follows:

- a. First, to retire all outstanding mortgages.
- b. Second, pay all expenses related to the sale.
- c. Third, reimburse any expenses for improvements/ repairs made related to the sale. A party making a claim for such reimbursement shall provide the other party with verification of such expense, including receipts and proof of payment.

d. Fourth, pay towards the marital debts as follows:

- i. For Catherine's separate credit card debts, she shall ultimately be provided with a total of \$142,185 dollars to cover the following marital credit card debts:

1. \$800 for Carters
2. \$26,670 for Apple
3. \$32,921 for Chase Sapphire
4. \$26,368 for Chase Prime
5. \$18,562 for Discover
6. \$3669 for Capital One Platinum
7. \$28,852 for Venture One
8. \$996 for TJ Maxx
9. \$3347 for AMEX

- ii. From the sale of the proceeds of the Cedar Hills Home Catherine will receive \$142,185 minus whatever amount she already received from the sale of the Lehi Home to pay the aforementioned credit cards.
- iii. For Jed's separate credit card debts, he shall ultimately be provided with a total of \$107,964 to cover the following marital credit card debts:
  - 1. \$13,907 for Apple
  - 2. \$204 for Home Depot
  - 3. \$39,120 for Chase Sapphire
  - 4. \$8,184 for Chase Freedom
  - 5. \$22,512 for AMEX
  - 6. \$14,039 for Venture One
  - 7. \$2,498 for Discover
  - 8. \$7,500 for Jed's yet to be paid attorney fees.
- iv. From the sale of the proceeds of the Cedar Hills Home Jed will receive \$107,964 minus whatever amount he already received from the sale of the Lehi Home to pay the aforementioned credit cards.
- v. Next, the Discover and LightStream personal loans related to the driveway at the Cedar Hills Home shall be paid off.

- vi. Next, Jed shall be paid \$5000 as an equitable distribution and to be utilized in getting himself into a rental residence as Catherine was already allowed to utilize such amount from marital funds.
- vii. Next, Catherine's Nelnet account (~\$27,000) shall be paid off.
- viii. Next, the Lincoln Navigator and Dodge Ram shall be paid off.
- ix. Next, any tax liability resulting from the 2025 joint filing shall be paid off.
- x. Next, fund a \$10,000 escrow account to potentially address future child support/alimony issues as outlined in paragraph 94 below.
- xi. Next, the signature loans related to Catherine's MACU (\$17,587) and Cherry Elase (\$8,500), accounts shall be paid off.
- xii. Last, if any net proceeds remain they shall be divided equally between the parties.
- xiii. If either party does not utilize the respective proceeds that they are provided to pay off their respective debts as outlined herein and/or continues to charge amounts above and beyond what is allocated herein, they

shall hold the other party harmless from any continued liability on those debts and such additional amounts shall not serve as a basis to reallocate.

75. If the proceeds from the Cedar Hills Home are not sufficient to cover these debts as outlined herein, the parties shall be equally responsible for such remaining debts.

#### PERSONAL PROPERTY

76. During the marriage, the parties acquired certain items of personal property. This property shall be divided equitably. Each party shall be awarded their own personal effects, pre-marital property, and non-contested gifted items received. If the parties cannot agree on personal property items, they shall return to mediation before seeking division through the court.

77. *Vehicles* – During the marriage, the Parties acquired certain vehicles which shall be divided as follows:

- a. Catherine is awarded the 2020 Lincoln Navigator.
- b. Jed is awarded the 2017 Dodge Ram, 2016 Harley Davidson, and 2022 Kymco MXU 450.
- c. Except as outlined in paragraph 74 above, each party shall be solely responsible for all liabilities associated with their respective vehicles.

78. *Retirement & Other Accounts*— During the course of the marriage,



the Parties acquired interests in certain retirement and investment assets which shall be divided as follows:

- a. Jed is awarded 100% of his Apple retirement account.
  - b. Catherine is awarded 100% of Jed's Amazon retirement account.
- A qualified domestic relations order ("QDRO") shall enter to transfer such interest to Catherine. The parties shall utilize the services of Rori Hendrix to prepare the QDRO, with the parties equally sharing the costs associated thereto. The parties acknowledge that Catherine is receiving a larger than 50% of marital retirement funds. Such unequal division is in consideration of and associated with the alimony provisions contained herein and as part of the global property settlement.

79. *Amazon Stock* - Jed has certified that he does not have any ongoing interest in Amazon restricted stock units and that all such interests that he previously had have been paid out. If it is later determined that Jed does have any interest in Amazon restricted stock units, then such amount may be subject to forfeiture.

80. *Bank Accounts* - As of the date of the Stipulation, the parties shall equally divide the funds currently in the joint AFCU account (~\$25,000) and Catherine's MACU account (~\$23,000). Each party is awarded their separate half of such funds as their sole and separate property.

81. After such division, the joint AFCU account shall only be held open to

receive the \$40,000 reserve account outlined in paragraph 72(c) and shall only be utilized for that purpose.

82. Unless otherwise agreed in writing, the parties shall not incur any charges on the credit card or line of credit associated with the joint AFCU account.

83. At the sale of the Cedar Hills Home, if there are any of the reserve funds remaining in the joint AFCU account such shall be divided equally between the parties, and then the joint AFCU account shall be closed.

84. *Robinhood account* - The Robinhood account shall be liquidated with each party receiving one-half of the proceeds. The parties shall be equally responsible for any tax liability associated with liquidating this account.

85. *Dogs* - The parties' dogs will follow the children and the children's parent schedule with the parties sharing the expenses related to the dogs and adhering to strict diet and meal schedules for the dogs.

#### **MARITAL DEBTS, OBLIGATIONS AND LIABILITIES**

86. The marital debts shall be paid as outlined in paragraphs 72 and 74 above. Until the Lehi and Cedar Hills homes sell, the parties shall each pay their own debts with the separate funds they receive pursuant to paragraph 80.

87. Each party shall be solely responsible for any and all debts outside of the itemization contained in paragraph 74.

88. Jed shall indemnify and hold Catherine harmless on all debts and

obligations Jed is ordered to pay, and any such debts and obligations associated with any property awarded to him.

89. Catherine shall indemnify and hold Jed harmless on all debts and obligations Catherine is ordered to pay, and any such debts and obligations associated with any property awarded to her.

90. Both Parties shall notify all creditors regarding the division of debts, assignment of payment liabilities, and the name and current address of both Parties.

91. Pursuant to U.C.A. §§15-4-6.5, 81-3-105 and 81-4-406(3)(b), the Parties shall provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

#### **ALIMONY**

92. In consideration of financial issues contained herein, including but not limited to alimony and unequal retirement allocation, beginning the earlier of August 1, 2026 or within one week after Jed has received his first paycheck, Jed shall pay Catherine alimony in the amount of \$4,153 per month for a period of one hundred eighty (180) months. Jed's alimony obligations shall terminate upon Catherine's remarriage or cohabitation, the death of either party or the timelines outlined herein.

93. If Jed's receives his first paycheck after the 15<sup>th</sup> of the month that payment shall be prorated at one-half month payment and would result in another one-half payment in the 181<sup>st</sup> month. Thereafter, Jed shall pay one-

half of the alimony by the 5<sup>th</sup> of each month and one-half by the 20<sup>th</sup> of each month.

94. As outlined in paragraph 74 above, a \$10,000 escrow account shall be established with net proceeds from the sale of real property for the purpose of Catherine's potential litigation fees associated with the alimony and child support obligations herein. If such issues are not addressed within three (3) years of the signing of the Stipulation, then the proceeds shall be equally distributed to the parties.

95. For the next 3 years, the parties shall provide each other with their respective tax returns and associated income tax documents (i.e. W-2, 1099, any business tax returns, and the like).

96. The parties acknowledge that the alimony award in the Stipulation is a negotiated settlement amount and does not represent meeting Catherine's needs nor establish the parties' marital standard of living.

#### **ATTORNEY FEES**

97. Each party shall bear their own costs of court and attorney fees incurred in connection with this proceeding.

98. If either party is found in contempt for violating a provision of the Decree of Divorce, that party shall be responsible for a reasonable amount of attorney fees and court costs incurred by the prevailing party.

#### **DUTY TO SIGN DOCUMENTS TO IMPLEMENT DECREE OF DIVORCE**

99. Both parties shall sign and fully execute whatever documents are

necessary for the implementation of the provisions of this divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask 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 has the same effect as if executed by the disobedient party.

#### **MUTUAL RESTRAINING ORDERS**

100. Both parties shall be mutually restrained from attempting, threatening, or committing domestic violence against the other party, to include stalking, harassing, threatening physical harm, causing any other form of abuse, and interfering with the other party's telephone, utilities, insurance, email, social media accounts or other services.

101. Neither party shall access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.

102. Neither party shall distribute the other party's image or personal information.

103. Neither party shall disparage, defame, insult, demean, or harm the reputation of the other or their family members, to include posting on social media accounts or other internet sites or disparaging the other party to any professional colleagues or employers.

**MAIDEN NAME**

104. Catherine may resume the use of her maiden or prior name, Catherine Crandell, shall she so choose.

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

**PURSUANT TO RULE 10, UTAH RULES OF CIVIL PROCEDURE, AND  
RULE 4-503, UTAH RULES OF JUDICIAL ADMINISTRATION, THE  
DATE, SEAL AND SIGNATURE OF THE COURT APPEARS AT TOP OF  
PAGE ONE OF THIS DOCUMENT.**

Approved as to form and content

/s/Casey Hoyer

Casey Hoyer

*Attorney for Petitioner*

(Electronically signed by Brandon C. Bowen

With authorization from Casey Hoyer

via email dated 5.14.26)

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the foregoing  
Stipulated Decree of Divorce was electronically mailed and served via

electronic filing with the court on this 14<sup>th</sup> day of May 2026, to the following:

Casey Hoyer  
casey@hoyer.law  
Attorney for Petitioner

/s/ Brandon C. Bowen