



Kristy Hanson (9680)
MACARTHUR, HEDER & METLER, PLLC
Attorneys for Spencer Fleming
4844 North 300 West, Third Floor
Provo, Utah 84604
Telephone: (801) 377-1900
Facsimile: (801) 377-1901
Email: kristy@mhmlawoffices.com

IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH – SPANISH FORK DEPARMENT

In the matter of the marriage of:

SPENCER KELLY FLEMING,

and

FAYTHE MAMIE LEEANN SHUMWAY.

DECREE OF DIVORCE

Civil No.: 264300075
Commissioner: Marian Ito
Judge: Jared Eldridge

BASED UPON the *Findings of Fact and Conclusions of Law* filed herewith, IT IS HEREBY
ORDERED, ADJUDGED, AND DECREED:

1. That the parties are hereby awarded a Decree of Divorce, said Decree is to become final upon its being signed by the Court and entered in the Office of the Fourth Judicial District Clerk.
2. Jurisdiction. Father is a bona fide resident of Utah County, State of Utah and has been for three months immediately prior to the filing of this action.
3. Home State Jurisdiction. Utah is the home state for the Child pursuant to § 78B-13-102(7) of the Utah Code, and this Court has jurisdiction over these proceedings; pursuant to § 78B-13-202(1).

4. Marriage Statistics. The parties were married on June 26, 2021 in Salem, Utah and are presently married.

5. Grounds. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship.

6. Children. There has been one child born as issue of this marriage, namely: DF (born September 2022).

7. 1Custody/Parent-time. The parties are awarded joint legal custody of the minor Child. The parties are awarded joint physical custody with the Father having 70 percent of the time and the Mother having 30 percent of the time. The Father is designated as the primary and residential parent. **Parent-time with the Child shall be at reasonable times and places as the parties may agree.** If the parties cannot agree, Mother's parent-time shall be as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	DAD	DAD	DAD	MOM 11:00 a.m.	MOM 11:00 a.m.	DAD	DAD
Week 2	DAD	MOM 11:00 am	MOM	MOM 1:00 p.m.	DAD	DAD	DAD

- i. The Mother's parent-time shall alternate every other week as follows: the first full and third full week starting Thursday at 11:00 a.m. and ending Friday at 11:00 a.m. and every second full, and fourth full week starting Tuesday at 11:00 a.m. and ending Thursday at 1:00 p.m.

- ii. For months with a fifth week (where the week is partial and is the end of one month and the beginning of a new month), Mother's parent-time shall be Thursday starting at 11:00 a.m. and ending Friday at 11:00 a.m.
- iii. Father shall have the remaining time as expressed above.
- iv. Holidays. The holiday schedule shall be as dictated by § 9 (below)
- v. Summertime. Summer parent-time shall be as follows:
 - 1. Mother may have four (4) weeks of summer parent-time. Two (2) weeks may be uninterrupted and consecutive. The other two weeks may also be consecutive but may be interrupted by Father on Tuesday from 11:00 a.m. until 1:00 p.m. on Thursday.
 - 2. These two two-week periods may be separated by at least four weeks, at Mother's option.
 - 3. Father will have an identical two-week period of consecutive uninterrupted parent-time.
 - 4. The uninterrupted parent-time can include weekends normally exercised by the other parent but not holidays.
- vi. School Age. When the minor Child is enrolled in Pre-school, drop-off and pick-up time will automatically adjust to allow Mother to drop off the Child at the start of the school day and pick him up at the end of the school day. The new adjusted times will remain in effect until the Child

has graduated High School, allowing the parties to utilize school to school drop-off and pick up.

1. School to school drop-off and pick up can only be utilized by the parents if the Child's start and end time for school does not conflict with the mother's older daughter's school start and end times. The Mother cannot be expected to be in two places at the same time.

2. If both children have conflicting drop-off and pick-up schedules, Mother will either have the Child to the designated drop-off location 30 minutes before school starts, or she will drop him off at the designated drop-off location the night before at 7:00 p.m. This will be decided at the beginning of the school year.

vii. Non-School Drop-off and Pick-up. During the summer or when school is not in session, the parties shall meet at a half-way point between their homes. If a half-way point cannot be agreed upon, the parties will meet at the Hive (955 N Main St, Spanish Fork, UT 84660).

8. Notification of Summer Parent Time. Both parents shall provide notification of extended parent-time (including the uninterrupted parent-time in the summer) or vacation weeks with the Child. In odd-numbered years, Father shall provide notice to Mother by April 1st and Father shall have precedence in determining the summer rotating schedule and Mother shall provide notice to Father by April 15th. In even-numbered years, Mother

shall provide notice to Father by April 1st and Mother shall have precedence in determining the summer rotating schedule and Father shall provide notice to Mother by April 15th. If a parent fails to provide a notification within the time periods described, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods described, first parent to provide notice may determine the schedule for summer break for the other parent.

9. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code §81-9-302 as follows:

Even Years	Odd Years	Holiday and Time
Father	Mother	Martin Luther King Jr. Holiday 1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.
Mother	Father	President's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.
Father	Mother	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 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.
Mother	Father	Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.
Father	Mother	July 4th (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.
Mother	Father	July 24th 1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.
Father	Mother	Labor Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.
Mother	Father	Fall Break (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.
Father	Mother	Halloween (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.
Mother	Father	Thanksgiving (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends:

		(a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.
Father	Mother	First Half of Christmas Vacation, including Christmas Eve and Christmas Day (1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.
Mother	Father	Second Half of Christmas Vacation (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.
Father	Mother	The day before or after Child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Mother	Father	Child's actual birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Father	Father	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.
Mother	Mother	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.
Father	Father	Father's Birthday (1) Parent-time begins on Father's Birthday at 9 a.m. (2) Parent-time ends on Father's Birthday at 7 p.m.
Mother	Mother	Mother's Birthday (1) Parent-time begins on Mother's Birthday at 9 a.m. (2) Parent-time ends on Mother's Birthday at 7 p.m.

- a. Legal Custody. The parties shall share joint legal custody and Father is designated as the primary and residential parent.
- b. Access to Records. Both parties shall both have access to medical records, school records, court records, and any other information or records concerning their Child.

c. Day-to-Day Decisions. Both parties shall have the authority to make routine decisions regarding the Child's day-to-day activities when the Child are in his or her care.

d. Emergency Care. In the event of medical emergency, either parent may take the Child to receive medical attention and must inform the other parent within three (3) hours.

e. Dispute Resolution. If the parties have any future disagreement pertaining to their Child generally or over the terms or implementation of the Decree, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. In the event the parties cannot agree on a time-sensitive medical decision, the parties will defer to the medical professionals. Both parties agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise, which would make formal negotiation not practical.

f. DSPD Services. The parties acknowledge that Father receives DSPD services and that is anticipated to continue for life.

10. The parties shall adopt U.C.A. §81-9-202 as the binding parenting plan with additions as follows:

a. Educational Plan. The Child shall attend school from Father's residence. The parties agree that they shall both have access to school records. Both parties shall be able to check out the Child on their respective parent-time. Each parent

shall be responsible for ensuring that the Child complete any homework or school assignments on his or her parent-time. Each parent is responsible for getting the Child to school on time.

b. Communication. The parties will discuss all parenting concerns by text or e-mail and they will not use their Child to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange. The parties will be civil with one another. All communication shall be limited to issues regarding the minor Child or implementation of the custody and parent-time plan. Neither party will engage in threats, accusations, name calling, swearing, or uncivil communication.

i. The parties will respond within twenty-four (24) hours for any communication related to visitation or the Child's needs. If twenty-four (24) hours is not possible, the party will make every effort to respond within forty-eight (48) hours.

c. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the Child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration.

i. Parents will make reasonable efforts to allow the Child to answer all calls made by parent within normal and reasonable hours. Parents will

not interfere or inhibit the Child's conversations. Parents or other individuals present will provide the Child with privacy when they are on the phone with the other parent and will not monitor communication.

ii. Neither parent will text or call the Child to excess during the other parent's parent-time. Communication shall be reasonable and not interfere with the other parent's time.

d. Travel. Each parent will provide a two-week notice to the other parent when they are going to travel overnight with the child during their regular parent-time. When the Child travels with either parent overnight, all of the following will be provided to the other parent, via email, seventy-two (72) hours prior to departure:

- i. An itinerary of travel dates;
- ii. Destination;
- iii. Places where the Child or traveling parent can be reached; and,
- iv. The name and telephone number of an available third person who would be knowledgeable of the Child's location.

e. Transportation. When the Child is traveling in a vehicle the parties shall make sure the Child is properly buckled in an age-appropriate restraint, that the driver has current vehicle insurance, and that the driver has a valid driver's license.

- f. Contact Information. If a parent changes their address, phone number, email, or other contact information, they will inform the other parent within twenty-four (24) hours of the change.
- g. Notification of the Child's Events. Both parents shall have access to information and shall not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their Child with each other on a frequent basis.
- i. If the Child participates in evening religious activities and/or after school activities (i.e. sports, drama, student council, etc.), the parent who has parent time will provide time appropriate transportation and allow the Child to participate in these activities.
- ii. If the activities conflict with Mother's parent-time, Father will consult Mother about these activities and seek her input. Both parties will be respectful of the other parent while taking into account the wishes of the Child.
- h. Special Events. Special consideration shall be given by each parent to make the Child available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the Child or in the life of either parent which may

inadvertently conflict with the visitation schedule. Notice will be provided as early as possible when a special event is planned that will conflict with the other parent's time.

i. Accommodations. Each parent will maintain safe and appropriate sleeping and living accommodations for the minor Child. The Child will have a separate room and a bed and appropriate, clean and safe accommodations.

j. Right of First Refusal. Either parent will have first option to provide care for the Child over any other third party if the other parent is not available for a period of four hours or longer and other parent is personally available and willing to provide the care and the transportation. If this right is exercised, the parent receiving the Child shall be responsible for transportation.

k. Mutual Restraining.

i. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the minor Child from such circumstances.

ii. Both parties are restrained from saying or doing anything that would tend to diminish the Child's love and affection for the other parent, including, but not limited to speaking derogatorily about the other parent in front of the Child or speaking to the Child about the issues in this case, or from attempting to influence the Child's preference regarding custody

or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the Child.

- iii. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the Child in any way from the other parent. Both parents have an affirmative duty to co-parent the Child in a way that promotes their best interest.
- iv. Both parties are restrained from discussing adult issues in front of the Child or allowing a third party to do so. The parties are also restrained from discussing the Child's relationship with the other parent in front of or with the Child, or from questioning, interrogating, or otherwise "pumping" the Child for information regarding what occurs when the Child are with the other parent and from allowing any other person to do so.
- v. The parties shall not make disparaging remarks to one another or to their Child about one another or in the Child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.
- vi. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
- vii. Both parties shall be restrained from placing negative posts about the other parent on social media. Both parties are mutually restrained from

allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the minor Child from such circumstances.

viii. Both parties are restrained from putting the Child in the middle of parenting issues and neither parent will communicate through the Child or ask the Child to convey information between parents.

ix. Neither parent will ask the Child to keep secrets from the other parent.

l. Relocation. If either party moves more than 75 miles from the residence of the other parent, they shall be bound by the requirements of U.C.A. §81-9-209.

m. Media. The parties agree to only expose the Child to age-appropriate media. This shall be determined by the rating guide for television or movies. The parties may make exceptions to this guideline only if the other party agrees verbally or in writing.

11. Childcare. The parties agree that each will be responsible for their own childcare costs incurred during their parent time and neither party will be responsible to reimburse the other for those costs.

12. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor Child may be involved in. The party

incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a Child's extracurricular activity without receiving prior written consent from the other parent shall be solely responsible for that expense.

- a. A party may not enroll the Child in extracurricular activities that conflict with the other party's parent-time, unless agreed upon in writing.
- b. If a party enrolls the Child in extracurricular activities without the consent of the other party, the party which enrolled the child shall be solely responsible for paying the cost of the activity.

13. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

14. Division of Accounts. According to Utah Code Annotated §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.

CHILD SUPPORT

15. Child Support. Child support shall be calculated as according to Utah Code Ann. §81-6-107 *et seq.* Mother is employed and has a gross monthly income of \$3,207. Father is currently unemployed and has an imputed gross monthly income of \$1,260 (full time federal minimum wage). Based upon a joint custody 70/30 child support worksheet with Mother exercising 129 overnights and Father exercising 236 overnights, Mother's child support obligation shall be \$416.00 per month. Mother shall commence paying child support on November 1, 2025. Unless the Court orders otherwise, support for the Child terminates at the time and shall automatically adjust: (1) the Child becomes 18 years of age or has graduated from high school during the Child's normal and expected date of graduation, whichever occurs later; or (2) the Child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. Child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

a. If within a six-month period either party's income increases more than 20%, they shall provide the other party with their new income information and child support will be recalculated without the need for the party to file a modification. If one party does not provide their income information and the other party is forced to file a modification, the non-compliant party will be responsible for the costs and fees associated with filing a modification.

16. 2Medical/Dental Expenses. The parties shall provide health care coverage for the minor Child pursuant to Utah Code §81-6-208. Each party shall obtain insurance for the

medical expenses of the minor Child in accordance with U.C.A. §81-6-208 and pay their own insurance premium.

- a. 3Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent Child and actually paid by the parents.
- b. 4The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within thirty (30) days of payment. The other parent will remit payment within thirty (30) days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor Child as indicated.
- c. If, at any point in time, the dependent Child are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent Child and the health, hospital, or dental insurance. If Father has access to insurance through his employment, he will provide coverage for the Child. While Father remains on Medicaid through DSPD services, he will apply for Medicaid for the Child. The plan of Mother 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.

17. Dependency Exemption/Tax Credit. The parties will alternate the dependency exemption/tax credit for the minor Child.

a. The parties will alternate the dependency exemption/tax credit for the minor Child. Father will be entitled to claim the minor Child as a dependency exemption/tax credit for odd-numbered tax years, and Mother will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

b. Each parent must be current on his or her child support obligation by December 31st to claim the Child.

18. Divorce Education and Orientation Class. The parties will each attend and complete the Divorce Education and Orientation Class as required by the State of Utah within 14 days of signing the Stipulation. The parties will provide one another with a copy of the certificate of completion of the class.

19. Alimony. Both parties are capable of supporting themselves, and neither party will be awarded alimony now or in the future. Both parties waive all claims to alimony.

20. Real Property. During the marriage the parties did not acquire real property.

21. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. All items that are currently in the possession of each party will be awarded to them as of the date of the Stipulation. Each party will assume

any and all debt associated with the items awarded to them and hold the other party harmless therefrom.

22. Retirement Accounts. During the course of the marriage, the parties may have acquired retirement accounts. Each party will be awarded any and all retirement and investment accounts in their own name, free and clear of any claim of the other party.

23. Checking and Saving Accounts. During the course of the marriage, the parties acquired financial accounts. The parties have previously divided their bank accounts and no joint accounts exist. Each party will be awarded the bank accounts in their name free and clear of any claim by the other party. The parties will sign any documents necessary to remove their name from accounts awarded to the other party within fourteen (14) days of the signing of the Stipulation, if applicable.

24. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
All debt in Father's individual name, not listed herein	Father
All debt in Mother's individual name, not listed herein	Mother

a. Accumulation of Debt. Neither party will incur any additional liability on joint credit cards.

b. Other Debts. The parties are aware of no other joint debts not otherwise addressed in this agreement and each will pay any and all separate debts in their own names. If other joint debts are later discovered, it is just and proper that the

person responsible for incurring the debt will be responsible for paying it.

Furthermore, the parties will hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset will be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

25. Name. Mother has not taken the last name Fleming. She will have the option to restore her former name of Johnson, if she chooses.

26. Deeds and Titles. Both parties will sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

27. Drafting. Both parties have participated actively in the drafting and revising of the Stipulation. Both parties and their counsel have had an opportunity to read the stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the Stipulation, and no provision shall be construed against any party as being the

draftsman thereof. The Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

28. Attorney's Fees and Costs. Each party will be ordered to assume his or her own costs and attorney's fees incurred in this action.

29. Final Stipulation. The Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the Stipulation.

Decree is signed when electronically stamped on the first page

Approved as to form:

/s/ Faythe Shumway (signed with permission via email on 4/9/26)

FAYTHE SHUMWAY

Wife, pro se

NOTICE OF INTENT TO SUBMIT ORDER FOR SIGNATURE

You shall please take notice that the undersigned Attorney for Spencer Fleming shall submit the foregoing **Decree of Divorce** to the court for signature upon the expiration of seven (7) days from your receipt of this notice, unless written objection is filed prior to that time, pursuant to Rule 7 of the Utah Rules of Civil Procedure.

It is hereby certified that copies of the same were emailed to the following this 9th day of April 2026:

Faythe Shumway

Email: faythe.shumway@yahoo.com

Wife, pro se

/s/ Kristy Hanson

KRISTY HANSON