



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

*In the matter of the marriage of:*

**SARA JAYNE BACHYNSKI**

Petitioner,

and

**DALLIN TIMOTHY BACHYNSKI**

Respondent.

**DECREE OF DIVORCE**

Civil No. 264400236  
Judge Roger W. Griffin  
Commissioner Marian Ito

The above-entitled matter came on before the Honorable Robert W. Griffin, District Court Judge, for the entry of Findings of Fact and Conclusions of Law and the Decree of Divorce, without a hearing and based upon the Stipulation from Mediation ("Stipulation"), Docket Entry # 45, being fully informed in the premises and for good cause shown, the Court having entered its Findings of Fact and Conclusions of Law:

**NOW, THEREFORE, HEREBY ORDERS, ADJUDGES AND DECREES:**

- A. The parties are awarded a Decree of Divorce from each other to become final upon signature by the Court and entry into the registry of judgments.
- B. The parties entered into the Stipulation resolving all pending issues in this matter, which is already on file with the Court.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED as follows:**

1. Residency. The parties have been residents of Utah County for at least three months prior to the filing of this action.

2. Marriage Statistics. Petitioner (hereinafter referred to as “Sara” and Respondent (hereinafter referred to as “Dallin”)were married on August 13, 2014.

3. Grounds. During the marriage, the parties experienced differences that could not be reconciled, making it impossible to continue the marriage.

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

<b>Name</b>	<b>Month/Year of Birth</b>
L.B.	March 2016
J.B.	December 2018
M.B.	June 2023

5. Child Custody Jurisdiction. Utah has jurisdiction to make the initial child custody determination pursuant to U.C.A. §81-11-201, *et seq.* The children have resided in Utah for at least six consecutive months immediately before the commencement of this proceeding, and Utah is the home state of the children. A court of another state does not have jurisdiction over the children, and the children and at least one parent have a significant connection with Utah, and substantial evidence is available in Utah concerning the children’s care, protection, training, and personal relationships.

6. Custody. The parties should be awarded joint legal custody and joint physical custody of the minor children subject to the following Parenting Plan.

7. Midweek Custodial Time. The parties will share physical custody of the children with Sara having approximately 220 overnights and Dallin having approximately 145 overnights. Dallin will have his custodial time as follows:

- a. Week 1: Commencing June 3, 2026, Dallin will have midweek custodial time on Wednesday (after school)until Friday at 8:30 a.m. (with drop off at school if school is in session).

b. Week 2: Commencing June 10, 2026, Dallin will have midweek custodial time on Thursday (after school), Friday and Saturday overnight until Sunday at 7:30 p.m.

c. If school is not in session during Dallin's custodial days, he may elect on his overnights to commence at 8:30 a.m., so long as he is free from work.

d. All custodial time not specifically awarded to Dallin shall be awarded to Sara.

8. Holidays. The parties will alternate holidays as indicated below. To help streamline the sharing of holidays, the following dates will not be treated as holidays, rather, the regular parent-time schedule would override these dates each year: Martin Luther King Jr. Day and Juneteenth. Otherwise, the holiday schedule preempts other parent-time.

<b>Holiday and Time</b>	<b>Years Dallin is granted holiday</b>	<b>Years Sara is granted holiday</b>
<b>President's Day</b>  (1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	<b>Even years</b>	<b>Odd years</b>
<b>Spring Break</b>  (1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	<b>Odd years</b>	<b>Even years</b>
<b>Memorial Day</b>  (1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends:	<b>Even years</b>	<b>Odd years</b>

(a) upon delivering the minor 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.		
<b>Mother's Day</b>  (1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	<b>Sara</b>	<b>Sara</b>
<b>Father's Day</b>  (1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	<b>Dallin</b>	<b>Dallin</b>
<b>Independence Day</b>  (1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	<b>Odd years</b>	<b>Even years</b>
<b>Pioneer Day</b>  (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	<b>Even years</b>	<b>Odd years</b>
<b>Labor Day</b>  (1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	<b>Odd years</b>	<b>Even years</b>
<b>Fall Break</b>  (1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	<b>Odd years</b>	<b>Even years</b>
<b>Halloween</b>  (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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	<b>Even years</b>	<b>Odd years</b>
<b>Thanksgiving</b>  (1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	<b>Even years</b>	<b>Odd years</b>
<b>Winter Break (First half)</b>  (1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.	<b>Odd years</b>	<b>Even years</b>
<b>Winter Break (Second half)</b>	<b>Even years</b>	<b>Odd</b>

(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.		<b>years</b>
<b>Day of Child's birthday</b>  (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	<b>Even years</b>	<b>Odd years</b>
<b>Day before or after child's birthday</b>  (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	<b>Odd years</b>	<b>Even years</b>

9. Summer 2026. Sara will exercise her uninterrupted summer parent time in 2026 from August 7-13 for Lake Powell and August 14-18 for Disneyland. For Summer 2026, Dallin will give notice of his extended parent time by June 1<sup>st</sup>.

10. Extended Parent Time. Father will have four weeks of parent time in the summer months with two weeks being uninterrupted time; and two weeks being interrupted time with Sara having the same midweek parent time as awarded to father.

11. First Option to Provide Care. Each parent will have first right of refusal to provide care for the children if the parent entitled to custody is not available to provide the care for a period of four (4) hours or longer. The parent who is providing the care will provide transportation of the children for this first right of refusal.

12. Notification of extended parent time Commencing 2027, each parent will provide notification to the other parent of the parent's plan for the exercise of extended parent-time for summer break. In odd-numbered years, Dallin will provide notice to Sara by May 1<sup>st</sup>, and Sara will provide notice to Dallin by May 15<sup>th</sup>; In even-numbered years, Sara will provide notice to Dallin by May 1<sup>st</sup>, and Dallin will provide notice to Sara by May 15<sup>th</sup>. If a parent fails to provide a notification within the time periods described herein, the complying parent may determine the schedule for summer break for the noncomplying party. If both parents fail to

provide notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for the other parent.

**13.**           Special Family Functions. Special consideration should be given by each parent to make the children available to attend special family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the regular parent-time schedule. Notwithstanding the foregoing, neither party may schedule activities during the other parent's parent-time absent a written agreement.

**14.**           Communications with Children. Each parent will permit and encourage, during reasonable hours, reasonable, uncensored, and unmonitored communication between the other parent and the children.

**15.**           Access to Information. Each parent will have free and open access to all information regarding the children, including medical records, school records, ecclesiastical records, dental records, information relating to the children's extracurricular activities, etc. This means, among other things, that both parents will be fully entitled to contact the children's schools, doctors, therapists, daycare providers, church leaders, etc. to obtain information about the children. Each parent will execute any releases necessary to allow the other parent access to such records relating to their minor children.

**16.**           Decision Making. Each parent will be entitled to make decisions regarding the day-to-day care and control of the children while that parent is exercising parent-time. If an emergency arises, the parent exercising parent-time will have the authority to make emergency decisions affecting the health or safety of the children. That said, the parent exercising parent-time during an emergency will use his/her best efforts to inform the other parent of the

emergency and to advise and consult with the other parent regarding emergency medical treatment of the children.

**17.**           Shared Decisions for Children. The parents will advise and consult with one another in good faith regarding the children's emotional and physical health and wellbeing, education, and all non-emergency medical, dental, and psychological treatment for the children, including the selection of professionals, treatments, and procedures. Both parties will use their good faith best efforts to reach shared decisions for their children. If they are unable to reach a mutual decision, they will consult with professionals. If they reach an impasse after consulting with professionals, they will mediate the issue with an agreed-upon neutral professional mediator and equally share the mediator's fees. There is no presumptive final decision maker.

**18.**           Educational Plan. The children will attend school where they currently attend (and all feeder schools from the school where they currently attend) unless the parties mutually agree otherwise.

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

**20.**           Child Support. Father is employed at Big-D Corporation and had W-2 income in 2025 of \$107,541 or \$8,962 per month. Sara is a mortgage broker and had income for 2025 of \$200,675 or \$16,722 per month. Child support will be calculated pursuant to the Joint Physical Custody worksheet with Dallin having 145 overnights and Sara having 220 overnights. Father's child support obligation should be \$623 per month. The child support obligation of Father should be effective June 1, 2026.

**21.**           Reduction When Child Becomes 18. In accordance with U.C.A. §81-6-213, when a child becomes 18 years of age or graduates from high school during the child's normal and

expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States or is emancipated, the base child support award is automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheet, unless otherwise provided in the child support order.

**22.           Child Care Expenses.**

a. Each parent will equally share the reasonable work-related childcare expenses for the minor children consistent with Utah Code Ann 81-6-209. Work-related child care is expected and necessary; but neither party can unilaterally decide on a routine day-care provider which must be per the mutual agreement of the parties or further order of the Court.

a. If an actual expense for child care is incurred, a parent will begin paying their share within thirty (30) days of proof of the childcare expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

b. A parent who incurs childcare expense will provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. Parents will pay their share of the childcare within 30 days of receipt of verification that expenses were incurred.



c. The parent will notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A 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 notify the other parent within said 30 days.

**23.**        Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. A parent will not schedule extracurricular activities during the other parent's custodial time, unless both parents agree in writing.

**24.**        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, school lunch, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school or preschool tuition, unless the parties mutually agree in writing. 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.

25. Clothing. Each parent will provide clothing for the children to wear during his or her own custodial time. If a child takes clothing to the other parent's home, it will be immediately returned to the parent who purchased the clothing.

26. 1Medical/Dental Expenses. In accordance with §81-6-208, the court will order that insurance for the medical expenses of the minor children be provided by a parent. Either parent will provide health care coverage for the medical expenses of their minor children as defined by §81-6-208. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children. At present, Dallin is providing health insurance for the minor children. The children will continue with Alpine Pediatrics and nurse practitioner Anne Robbins or another mutually-agreed upon practitioner.

a. 2Each parent will share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child will be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. A parent may deduct the other parent's health insurance premium share from the child support obligation if they are the child support obligor and are paying the health insurance premiums as indicated herein.

b. 3Each parent will share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions,

deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

c. 4The parent ordered to maintain insurance will provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent will notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

d. 5The parent who incurs medical and dental expenses will provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

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

f. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner will be primary coverage for the

dependent child and the health, hospital, or dental insurance plan of Respondent will be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent will be treated as if it is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent child.

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

h. Sara's health Insurance. Dallin will maintain Sara on his health insurance policy until the Decree of Divorce is entered. Thereafter, Sara will obtain her own coverage.

27. Child Tax Credits. Commencing with tax year 2026, each party shall claim one child for purposes of the child tax credit each year, with Dallin claiming L.B. and Sara claiming J.B. The parties shall alternate the child tax credit for M.B., with Dallin claiming M.B. in even-numbered tax years and Sara claiming M.B. in odd-numbered tax years.

28. Alimony. Sara shall pay alimony to Dallin in the amount of \$1,123 per month, commencing June 1, 2026, and continuing for a period of 72 months, until the death of either

party, Dallin's remarriage, or Dallin's cohabitation with another person, whichever first occurs. Alimony shall be paid in two equal installments each month, with one-half due on the 5th day of the month and the remaining one-half due on the 20th day of the month. Sara may receive a credit towards her alimony obligation which is equal to Dallin's child support obligation so as to reduce the transfer of funds.

**29.            Personal Property.** During the course of the marriage relationship, the parties have acquired certain personal property. The parties are each awarded the personal property *that is in his or her respective possession on the date of the Stipulation*, or except where further specified as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2020 Ford F150	Dallin
2025 Kia Telluride	Sara
Waffle maker; 12" wok; 12" pan; 10" pan; 8" pan; Strainer; Mandolin; Tea pot; Kids bowls x6; Crock pot; Knife block; Tongs x5 split; Whisk x5; Peeler x2; Pyrex pan x4; Cutting boards x3; Cupcake pan; Muffin pan x2; Baking sheets x4; Insta pot; Double boiler; Serving bowls; Serving plates; Toaster; Spices (split Dallin top and Sara bottom shelf's); La curette Dutch pot; Pyrex storage containers; Cake pans; Bread pans; KitchenAid; Iron; Ironing board; Air fryer; Ninja blender; Food processor; Blanket basket; Pictures of family in picture frames; Cake stand; Pottery barn rug x2; Paintings in front door frame x2; Key bin; Tall flower pot; Christmas tree; Piano clavi nova; Water storage (2 Kids costumes; Cooler: igloo Sara; Books in storage room; Saras skis; Fridge; Garage fridge; Small vase fake flowers; Circular coffee table; Metal glass side table; Marble metal side table; Big Sur couch; Two small couches; Orchid centerpiece; Table and chairs x 8; Bar chairs x3; Luke's bed; Luke's dresser; Luke's side table; Luke's pillows; Luke's blanket; James bed; James dresser; Maxwell crib; Maxwell mattress; Maxwell pillows; Maxwell chair; Candles 5 blue volcano; Washer; Dryer; Shoe credenza; Storage rack; Frame tv; Bathroom rug; Sara's bike; Luke's bike; James bike; Max bike; Half bike; Stroller; Fire truck; Sara double chair; Sara's beauty products and equipment; Sara's purple mattress; Perfumes; Dyson vacuum; Mop; Lamps x2; IKEA dresser; Diaper genie; Metal skewers; Saras jewelry; Jewelry box; Small picture frames x3; Vases x5; KitchenAid food grinder; Cook books x11; Oxo containers x7; Pepper grinder; Salt grinder; Accent pillows x8; Seashell dish; Metal starfish tray; Elephant sleeping bags x2; Blow up bounce house; food storage in storage room; Peace Lilly; Duplo Lego & ½ Legos, grill, swivel chair, bicycle tandem attachment, Jesus Picture and Frame, Sara's wedding ring.	Sara

All items received by Dallin free from work; All items in garage not specifically awarded elsewhere herein; Downstairs dresser; Downstairs Side table; Small garbage cans x3;	Dallin
Kitchen Aid peeler; White dresser Dallin made; Bike kids carrier; Purple mattress; frame made by Dallin; Dallin's Pillows x2; Ps5; Old video game stuff; Love sac couch; Oled; Air popper; Punching bag; Sound machines x3; sauna box; Dallin's Bike; Pink conch; Qled tv; Metal knot; Car related toys; Little tykes hoop; Cedar chest Dallin made; Basement storage cabinets and storage cabinets in garage; Warhammer stuff; Entryway white cabinet Dallin made; Kids art supplies inside white cabinet; Big flower pot peace Lilly; Crepe pan; Tv mounts x3; X2; Glass square bowl; Bachynski embossed Pyrex; Stainless bowl set; storage cabinets; Cooler: Ozark trail ones)½ Lego; Beyblades; Aquarium; Kids clothes in basement storage; Colognes, garbage can, Kids trampoline, White tv console in Sara's room, firewood under porch, basketball hoop, outside table and chairs	Dallin
Board games assorted; Christmas ornaments; Christmas decorations; Candles 100 assorted; Camping chairs; Instacrate x4; kids books	½ each
All children's bikes, roller blades, cyclone, sports equipment; children's video games; all children clothing (except basement storage)	Children can use at each parent's home. Awarded to Children
All personal clothing and effects	Each party is awarded his or her own
All blankets	Each party is awarded his or her own blankets

**30.           Bank/Financial Accounts.** During the marriage the parties acquired various bank and financial accounts which should be awarded as follows:

<i>Account Description:</i>	<i>Acct #</i>	<i>Approx. Balance</i>	<i>Awarded to:</i>
Wells Fargo: Checking (Sara/Bach Installs)	-8812	118.01	Sara
Wells Fargo: Checking (Sara)	-1454	8,701	Sara
Wells Fargo: Checking (joint)	-3053	\$1566.50	Dallin is in process of transferring \$4,774 from this account into his account (which is awarded to him) The remaining money in the account will be used to pay joint marital bills before May 30, 2026.Dallin will

			remove his name from the account which will then be awarded to Sara
MACU: Checking (Sara/Gina Seastrand)	-5472	0	Sara
MACU: Checking (Dallin)	-4849	\$10,136.50	Dallin
Edward Jones: Sara	-8311	\$0	Sara
Edward Jones: Joint	-1295	\$74,458	Dallin is awarded this account. Sara will remove her name from the account
Edward Jones: IRA (Sara)	-1056	\$56,384	Dallin
Edward Jones: IRA (Dallin)	-2653	\$8,578	Dallin
Edward Jones: IRA (Sara)	-2666	\$8,544	Dallin
Edward Jones: Joint	-1294	\$6,125	Dallin is awarded this account. Sara will remove her name from the account
Edward Jones: Custodian acct (Luke)	-1621	\$602	Sara for children
Edward Jones: Custodian acct (James)	-2144	\$452	Sara for children
Edward Jones: Custodian acct (Maxwell)	-2199	\$452	Sara for children
Guideline: 401k (Sara)	-G2V4	\$40,696	½ each as of the date the Decree of Divorce is entered.
E-Trade: Brokerage (Sara)	-3203	\$4,523	Sara
Crypto and Coin Base accounts (Sara)		\$2,166	½ each
Capitol Investment Account		\$3,300	Dallin
Dallin Big-D 401k		\$5,515	Dallin

- a. parties should cooperate to sign any necessary documents to transfer accounts to the individuals awarded the account above (if applicable), by no later than 10 days from the signing of the Stipulation or signing of the Qualified Domestic Relations Order, as applicable.
- b. Connor Fackrell or Rori Hendrix will prepare all needed Qualified Domestic Relations Orders to divide the retirement accounts within 30 days of the date the Decree of Divorce is entered. The parties shall equally share the cost of the QDROs. Both parties are enjoined from withdrawing, transferring, pledging, or borrowing such benefits until an entry and acceptance of all appropriate QDROs by Plan Administrators.

31. Real Property. During the course of the marriage, the parties acquired real property located at 2416 North Lazy J. Ln, Lehi, Utah. Sara will assume and pay all debt and obligation associated with the home. Dallin will sign a Quit Claim Deed prepared by Sara's attorney to waive his interest in said real property, within 30 days after the Decree of Divorce is entered.

- a. Dallin will move from the home no later than June 1, 2026.
- b. Dallin will not attend church in Sara's home ward, unless it is for a child's participation in Primary Program or other special events such as a child's talk in Sacrament Meeting. Dad will also perform all Priesthood ordinances for the minor children in said home ward.

32. 6Retirement. All retirement accounts have been divided as part of the global settlement.

33. Business Interests. Sara established a business during the marriage called Bach Installs LLC for which she is 100% owner. Sara is awarded said business, subject to her assumption of all debt and liability associated with said business.

34. Debts. Dallin and Sara acquired debts during the marriage. Each party will assume, and hold the other harmless from liability on, the following debts:

<b><i>Creditor</i></b>	<b><i>Approx. Balance</i></b>	<b><i>Obligation of:</i></b>
UWM: Mortgage	\$453,518	Sara
MACU: loan on Ford	\$17,358	Dallin
Kia	\$38,619	Sara
All credit cards in Dallin's name	Balances	Dallin
All credit cards in Sara's name	Balances	Sara

- a. Neither Party will incur any additional liability on joint credit cards or any joint accounts. If there are any joint accounts, or if there is an



account where the other party has been designated as a user, these accounts will be closed, or the other party will be immediately removed.

b. Other Debts. Each party will be responsible for paying any other debt he or she individually incurred. If any other joint debts are later discovered and not stated and divided herein, the person incurring the debt will be solely responsible for the payment thereof and should hold the other party harmless therefrom.

c. Telephone. Each party will obtain his or her own telephone account by May 30, 2026.

d. Car Insurance. Each party will obtain their individual car insurance policy by May 30, 2026.

e. Mountain America Credit Union Loan. Dallin will remove Sara from liability on the loan on his vehicle with MACU by no later than August 1, 2026.

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

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

**37.** All contact and communication between the parties should be via email or text, except for medical emergencies; which may be and should be communicated via telephone immediately. Unless the parties agree otherwise, the parties shall use the co-parenting app "AppClose" or similar free app.

**38.** Both parties should be restrained from coming to the home, workplace, or places where the other party is known to be present without the other party's express permission. Prearranged parent-time exchanges should be an express exception to this restraint.

**39.** Attorney Fees and Litigation Costs. Dallin and Sara should be ordered to assume his or her own respective attorney fees and litigation costs incurred in this action.

**40.** 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 will be construed against any party as being the draftsman thereof. The Stipulation will therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement 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.

41. The parties understand that their attorneys do not offer legal advice as to the tax implications herein and are aware that they have the right to seek advice from a tax expert as to the specific tax consequences to them prior to signing the Stipulation.

42. 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.

43. 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 will have any force or effect. Petitioner and Respondent 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 Petitioner and Respondent are satisfied that the Stipulation is fair and reasonable. There are no questions Petitioner and Respondent have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the Stipulation.

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

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

46. Full Disclosure. Each party has sufficient information regarding the marital income, assets and liabilities to enter into this agreement. Each party waives the right to receive further discovery from the other party.

47. The parties agree that the above-referenced court has jurisdiction to make a final determination in this action. The court has authority to enter final documents and a Decree based on the Stipulation of the parties.

48. The parties have hearings scheduled for July 22, 2026, and September 17, 2026; and both of said hearings will be cancelled.

49. The Stipulation of the parties becomes effective when signed by all parties.

**IT IS SO ORDERED.**

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

**APPROVAL AS TO FORM FOR ENTRY WITH THE COURT:**

/s/ Marilyn Moody Brown

Marilyn Moody Brown

**Attorney for Respondent**

Date: May 12, 2026

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 8<sup>th</sup> day of May 2026, I served a true and correct copy of the forgoing **Decree of Divorce** via email to the following:

Marilyn Moody Brown  
Moody Brown Law  
Email: mbrown@moodybrown.com

**HOLMAN LAW PLLC**

/s/ David T. Holman

David T. Holman

**Attorney for Petitioner**

**Sara Jayne Bachynski**

