



**UTAH DIVORCE COACHING
& CONSULTING, LLC**

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IN THE FOURTH JUDICIAL DISTRICT COURT FOR
UTAH COUNTY, STATE OF UTAH

In the Matter of the Marriage of: Janey A. Luper, Petitioner and Mark C. Luper, Respondent.	DECREE OF DIVORCE Civil No. 264401177 DA Judge: Shawn R. Howell Commissioner: Marian Ito
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This matter came before the Court by way of a Petition for Divorce, the Stipulation and Property Settlement Agreement ("the Agreement") of the parties, the Findings of Fact and Conclusions of Law, and the Request to Submit for Decision, all of which have been submitted to the Court. Petitioner Janey A. Luper is represented by attorney Jennifer L. Neeley and Respondent Mark C. Luper is voluntarily representing himself, pro se. Pursuant to the terms of the Agreement, the parties consented that a Decree of Divorce could be entered consistent with the terms of the Agreement.

After reviewing the pleadings on file in this matter and having been fully advised

in the premises, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. Divorce. The parties are hereby granted a decree of divorce on the grounds of irreconcilable differences, and the bonds of matrimony now and heretofore existing between the parties are hereby dissolved. The divorce will become final upon entry by the Clerk of the court. This Decree of Divorce of the parties should govern the rights and duties of the parties as to all matters herein set forth.

PARENTING PLAN

2. The parties have three (3) children born as issue of their marriage, namely: C.R.L., son, born November 2007; S.C.L, daughter, born July 2010, and L.J.L., daughter, born January 2014. No other children are expected. The children have resided with the parties in Utah since birth.

3. Joint Legal Custody. The parties shall be awarded joint legal custody of their minor children. Pursuant to Utah Code Section 81-9-101, the term joint legal custody shall mean “the sharing of the rights, privileges, duties, and powers of a parent by both parents”.

4. Joint Physical Custody. The parties shall be awarded joint physical custody of their minor children with the parties sharing parent-time on an equal basis. Parent-time shall be as the parties agree. The parties may agree to temporary modifications of the parent-time schedule in writing (text messaging, emails, or other written communication). If the parties are unable to agree, parent-time shall be as follows:

A. *Regular Parent-Time*. Each party shall be awarded regular parent-time pursuant to the equal parent-time schedule of alternating weeks, with each parent

having the children for alternating 7-day periods. Exchanges will take place on Monday after school, activities, or by approximately 6:00 p.m., with the party ending his or her parent-time dropping off the minor children to the party beginning his or her parent-time.

B. *Extended Parent-Time.* The parties will follow the Regular parent-time schedule but will work together to coordinate their respective vacations with the children.

C. *Holiday and Special Occasions Parent-time.* Holiday parent-time shall be as follows:

Holiday	Holiday Time Period	Years Janey is Granted Holiday	Years Mark is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) (a) 9:00 a.m. if school is not in session; or (b) The time that school is regularly dismissed; or (d) (2) Holiday ends at 7:00 p.m. on Dr. Martin Luther King Day.	Even years Janey	Odd years Mark
President's Day	(1) Holiday begins Friday at: (a) 9:00 a.m. if school is not in session; (b) the time that school is regularly dismissed; or (2) Holiday ends at 7:00 p.m. on the day before school resumes.	Odd years Janey	Even years Mark
Spring Break	(e) (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years Janey	Odd years Mark
Memorial Day	(1) Holiday begins Friday at: (a) 9:00 a.m. if school is not in session and the parent can be with the child;	Odd years Janey	Even years Mark

	(b) the time that school is regularly dismissed; or (2) Holiday ends at 7:00 p.m. on Memorial Day		
Mother's Day	(1) Holiday begins on Mother's Day at 9:00 a.m. (2) Holiday ends on Mother's Day at 7:00 p.m.	Every year Janey	
Father's Day	(1) Holiday begins on Father's Day at 9:00 a.m. (2) Holiday ends on Father's Day at 7:00 p.m.		Every year Mark
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6:00 p.m. on the day before Juneteenth National Freedom Day (JNFD) if the day before JNFD is not Father's Day; or (b) 9:00 a.m. on JNFD if the day before JNFD is Father's Day; (2) The holiday ends at 6:00 p.m. on the day following Juneteenth National Freedom Day.	Odd years Janey	Even years Mark
Independence Day	(1) Holiday begins on July 3 rd at 6:00 p.m. (2) Holiday ends on July 5 th at 6:00 p.m..	Even years Janey	Odd years Mark
Pioneer Day	(1) Holiday begins at 6 p.m. on July 23 rd . (2) Holiday ends at 6:00 p.m. on July 25 th .	Odd years Janey	Even years Mark
Labor Day	(3) Holiday begins Friday at: (a) 9:00 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 (2) The holiday ends at 7:00 p.m. on Labor Day.	Even years Janey	Odd years Mark
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7:00 p.m. on Columbus Day.	Odd years Janey	Even years Mark
Fall Break	(1) Holiday begins at 6 p.m. on the day school is	Even years Janey	Odd years Mark

	dismissed for fall break. (2) Holiday ends at 7:00 p.m. on the day before school resumes		
Halloween	(1) Holiday begins on Oct.31 st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4:00 p.m. if there is no school. (2) Holiday ends at 9:00 p.m. on the same day the holiday begins	Odd years Janey	Even years Mark
Veteran's Day	(1) Holiday begins at 6 p.m. on the day before Veteran's Day. (2) Holiday ends at 7 p.m. on Veteran's Day.	Even years Janey	Odd years Mark
Thanksgiving	(1) Holiday begins on Wednesday at: (a) the time school is regularly dismissed. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years Janey	Even years Mark
Winter Break (First Half)	(1) Holiday begins begins at (a) the time school is regularly dismissed for winter break. (2) The holiday ends on December 27 at 7:00 p.m.	Even years Janey	Odd years Mark
Christmas Eve (4 pm to 9 pm)	(1) The holiday begins December 24 at 4:00 p.m. (2) The holiday ends on December 24 at 9:00 p.m.	Even years Janey	Odd years Mark
Christmas Day (9 pm 24 th to 9 pm 25 th)	(1) Holiday begins on December 24 th at 9 p.m. (2) Holiday ends on December 25 th at 9:00 p.m	Even years Janey	Odd years Mark
New Years Eve (4 pm	(1) Holiday begins on December 31 st at 4 pm	Even years Janey	Odd years Mark

31 st to 9 am 1 st)	(2) Holiday ends on January 1 st at 9 p.m		
New Years Day (9 am 1 st to 9 pm 1 st)	(1) Holiday begins on January 1s at 9 a.m. (2) Holiday ends on January 1 st at 9 pm	Even Years Janey	Odd years Mark
Day of Child's Birthday	(1) Holiday begins at 3:00 p.m. (2) Holiday ends at 9:00 p.m.	Odd years Janey	Even years Mark
Day Before or After Child's Birthday	(1) Holiday begins at 3:00 p.m. (2) Holiday ends at 9:00 p.m.	Even years Janey	Odd years Mark
Janey's birthday	Janey will have parent time each year on her birthday from 3:00 p.m. until the following morning when Janey will deliver the child to school or at 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent time.	Every year Janey	
Mark's birthday	Mark will have parent time each year on his birthday from 3:00 p.m. until the following morning when Mark will deliver the child to school or at 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the		Every year Mark

	uninterrupted extended parent time.		
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5. The parties shall implement the following objectives and goals of the parenting plan ("Parenting Plan"):

General

A. The parties have chosen to resolve parenting issues through the collaborative process because they feel confident in their abilities to problem-solve with each other as parents in a reasonable and fair manner.

B. The parties are both dedicated parents who, although will be divorced, desire to create a co-parenting relationship for the benefit of their children.

C. The parties will focus on the needs and interests of their children ahead of their own. The parties desire to give their children the opportunity to have a meaningful relationship with both parents.

D. Any specific time-sharing schedule must focus on meeting their children's emotional needs, as much as possible. Because these needs will change over time, the parties will approach the establishment and revisions for the time- sharing schedule in a flexible manner as set forth below.

E. The parties will establish and maintain good communication with each other and to establish a cooperative working relationship as parents. Ground Rules:

F. The parties acknowledge that their working relationship as parents shall be built on trust and cooperation.

G. The parties will trade favors frequently. This will encourage cooperation and flexibility in their parenting relationships and prevent resentments from

accumulating between them.

H. The parties believe open, honest, and direct communication between us is essential to an effective parenting relationship. The parties will take affirmative steps to adapt procedures, ensuring that they have frequent communication in a civil manner.

I. The parties will support each other in their respective parenting roles. The parties recognize that they may have different parenting styles from time to time.

J. The parties will affirmatively support each other as parents by giving compliments to each other, giving their children permission to love both parents, and by showing appreciation for favors given.

K. The parties acknowledge that spending quality time with the children is most important, and so the parties will cooperate with each other and adjust their time-sharing arrangement to ensure that this is possible.

L. The parties recognize that conflict between them causes emotional trauma and pain to the children. The parties will be civil to one another in all their future dealings.

M. The parties recognize that it is important for their children's emotional well-being that the parties hold the other parent in high esteem as a parent in their respective conversations with the children throughout their lives.

N. The parties will leave the past in the past. The parties will start today working together as co-parents and seeing the other parent as a resource.

Information Sharing:

O. The parties will use their best efforts to communicate and share information with each other on a frequent basis regarding their children's development,

school work, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.

P. The parties will notify the other parent of all school programs, church events, extracurricular activities, and sporting events that involve one or more of their children.

Q. The parties will notify the other parent of significant illnesses the children may have when they are at their individual homes.

R. The parties will discuss any problems either one of them is experiencing with regards to disciplining their children.

S. The parties will immediately advise the other parent of any changes in their address, telephone number, or other information pertinent to communication.

T. The parties will advise the other parent of all logistical details regarding vacation time with their children, including places and telephone numbers when the children may be reached.

U. The parties both acknowledge that each of the parties will communicate with each other by telephone and in person. The parties acknowledge that it is important for their children to see them working together in a positive and constructive way.

V. The parties will use email or an online calendar to document events, activities, and help needed that will travel with the children to aid in facilitating communication between parents.

W. Each party will notify the other party in advance of all upcoming planned travel.

Special Occasions:

X. Special consideration will be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children or in the life of either parent which may inadvertently conflict with the parent-time (visitation) schedule.

Consistency in Discipline and Parenting:

Y. The parties acknowledge that consistency is one of the key elements of raising children. Therefore, the parties would like to see the same curfews and bedtimes implemented at each of their homes.

Z. The parties recognize that their discipline and parenting of their children will be more effective if the parties work as a "united front." Therefore, the parties will discuss discipline and philosophies with each other and come to a consensus as to what works.

Education Plan:

AA. The parties acknowledge that each parent will consider the individual desires of each child's choice of school and education where the child will attend unless the parties agree otherwise in writing.

BB. The parties acknowledge that both parents shall have access to the children during school and shall have authority to check the children out of school.

Decision Making and Dispute Resolution Process:

CC. Decision-Making Procedure: All major decisions concerning their children, including their health, and general welfare, daycare, medical and dental treatment, and therapy will be discussed. Further, the parties will use the following decision-making

procedure:

1. Identify the issue
2. Develop possible solutions
3. Choose the most sensible solution that considers the needs and interests of everyone involved

DD. Tie-Breaking Procedure: If the parties are unable to reach an agreement on a major decision concerning a child, the parties will return to the collaborative divorce process or attend mediation prior to presenting the issue before the Court. The cost of the collaborative process or mediation will be equally shared.

EE. Emergency Medical Decisions: The parties acknowledges that the parent who has the child at the time he/she suffers an emergency medical condition has the authority to make any decision regarding emergency medical care. The parties will notify the other parent of the emergency as soon as possible.

FF. Day-to-Day Decisions: The parties understand that whatever parent has physical custody of their children may make minor, day-to-day decisions regarding them and their care.

Long Distance Parenting:

GG. In the event either party decides to move more than 30 miles away from the current schools, or decides to move to a location in the state that makes their time-sharing arrangement impractical, the party will provide the other party with as much advanced written notice as possible. The parties will revise their arrangement by discussion and reaching a time-sharing agreement prior to the parent's actual move. If the parties are unable to agree, the parties will return to mediation or the collaborative law process before presenting the issue to the Court.

6. Each party is restrained from:

A. Making disparaging comments about the other party, or permitting a third party from making disparaging comments about the other party, in the presence of a minor child; and

B. Discussing the issues of this divorce action or the terms of this Agreement with a minor child.

CHILD SUPPORT AND RELATED PROVISIONS

7. *Child Support.* Pursuant to the joint child support obligation worksheet attached hereto as Exhibit A, commencing immediately, Janey shall be awarded base child support from Mark in the amount of \$79 per month and continuing each month thereafter until the oldest child attains the age of eighteen (18) years and graduates from high school with his regular class, if later, or otherwise becomes emancipated, at which time child support shall automatically be recalculated based on the parties' then current incomes, the then current child support guidelines and one child. When the youngest child reaches the age of eighteen (18) years and graduates from high school with her regular class, if later, child support shall cease.

8. *Payments.* Unless otherwise agreed to in writing, Mark shall pay his child support obligation in no more than two equal installments payable no later the 1st and 15th days of the month. Either parent can request automatic withholding through the Utah State Office of Recovery Services in which case Mark should pay child support, other than any court-ordered child care costs, in two equal installments each month to the Utah State Office of Recovery Services (P.O. Box 45011, Salt Lake City, Utah 84145-0011), unless the Office of Recovery Services notifies Respondent that

payments should be sent elsewhere. Mark's income should be subject to immediate and automatic income withholding as of the effective date of the order, regardless of whether a delinquency exists. Each party should keep the Office of Recovery Services informed of changes in his or her address, employment, and income.

9. *Review or Modification of Child Support.* The amount of child support may be reviewed and modified pursuant to the provisions of Utah Code Section 81-6-202.

10. *Children's Health Insurance.* The parties shall maintain and provide health and dental insurance coverage for the benefit of the minor children if such is available at a reasonable cost. If only one parent is providing insurance coverage, the parties shall equally share any primary medical and dental insurance premiums actually paid by the party for the child's portion of the insurance on a per capita basis as described in Utah Code Section 81-6-208. If only one parent is providing a health insurance plan, that parent is entitled to receive a credit for one-half of the insurance premium paid on the child support obligation. If the child is covered by both parents, or double covered, each parent should be responsible for their plan's premiums, without a contribution from the other. Currently Janey is providing insurance coverage for the benefit of their minor children. The parties will periodically review medical and dental insurance coverage to determine which party can obtain the most reasonable medical and dental insurance coverage for the benefit of the child.

11. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent child.

12. The party who pays the health care expenses must provide the other party

written verification of the cost and payment within 30 days. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expense.

13. On or before January 2 of each year the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS if they are involved.

14. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

15. *Verification.* The party maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2nd, of each calendar year, if there is a change in the previous coverage, provider, or number of covered individuals. The party shall notify the other party 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.

16. *Children's Health Expenses.* All reasonable and necessary uninsured or unreimbursed medical, dental, vision, orthodontic, mental health, and prescription expenses for the children shall be shared equally by the parties.

17. *Reimbursement.* A parent who incurs a health expense of a child shall provide proof of payment of the expense to the other parent within 30 days of payment. The parent shall make reimbursement within 15 days of the written verification being presented.

18. *Child Care.* If child care costs are incurred, the parties shall equally pay the same. All child care providers must be agreed upon by both parents. Each parent

must offer the other parent the opportunity to care for the child(ren) before using a child care provider for any period exceeding 2 hours. Child care includes any summer camps or other programs in which the children participate and are intended to care for the children during the time a party works.

19. *Extracurricular Activities.* The parties shall equally pay for the cost of any written and mutually agreed upon extra-curricular activity in which a minor child of the parties may participate. Neither party will enroll a child in an extracurricular activity that occurs during the other party's parent-time without that party's consent. The parent exercising parent-time shall ensure a minor child's participation in agreed upon extra-curricular activities including timely transportation to and from practices and games/performances.

20. *School Fees.* The parties shall also equally share any education-related costs for the minor children including any school registration fees, book fees, field trip costs, school lunches, after school programs, classes or extended care, or other similar school cost.

ALIMONY AND RELATED PROVISIONS

21. *Alimony.* The parties acknowledge each is fully capable of self-support and that neither party requires financial assistance from the other. Accordingly, the parties mutually and permanently waive any and all rights to alimony, spousal support, or maintenance, now or in the future, regardless of any changes in circumstances. This waiver is knowing, voluntary, and non-modifiable, and neither party shall have the right to seek alimony from the other at any time.

LIFE INSURANCE

22. Each party shall maintain the life insurance policy or policies insuring his or her life and will be free to remove the other as a beneficiary.

PROPERTY AND DEBT DISTRIBUTION

23. During their marriage, the parties acquired certain real and personal property which shall be divided between the parties, which is incorporated by reference herein, and as described below. During their marriage, the parties incurred certain debts and obligations which shall be allocated between the parties. The party assuming a particular debt or obligation shall indemnify and hold the other party harmless therefrom.

24. *Real Property.* Janey shall be awarded the marital residence located at 44 E 180 N, Orem, UT 84057. The parties agree the residence has a stipulated value of \$350,000 and is encumbered by a mortgage with an approximate balance of (\$88,874.98), resulting in marital equity of \$261,125.12.

Janey represents she intends to assume the existing mortgage loan on the property. Janey will use diligent and good-faith efforts to complete a lender-approved assumption removing Mark from all personal liability on the mortgage within three (3) months of the entry of the Decree of Divorce.

Until Mark is fully released from the mortgage obligation, Janey shall be solely responsible for timely payment of the mortgage, taxes, insurance, and all costs associated with the property.

If Janey is unable to obtain a lender-approved assumption releasing Mark from liability within three (3) months of entry of the Decree, Janey shall either:

(a) refinance the mortgage solely into her name within sixty (60) days thereafter;
or

(b) list the Property for sale within thirty (30) days, with the property to be sold at fair market value and the net proceeds divided so as to effectuate the parties' agreed equity distribution.

Mark shall reasonably cooperate with the assumption process, refinance process, and/or sale process, including executing lender-required documents. Mark and Janey shall execute any deed or transfer documents only upon written confirmation from the lender that he has been fully released from the mortgage obligation.

The parties agree Mark will receive a financial settlement of \$37,300.99, which is a global equalization payment that includes Mark's share of the marital real property equity.

If Janey completes a lender-approved assumption of the existing mortgage loan, Janey shall be solely responsible for all costs associated with the assumption, including but not limited to lender assumption fees, application and underwriting fees, title update or endorsement fees, recording fees, escrow adjustments, and any other charges required by the lender to obtain a written release of liability for Mark. Janey shall timely pursue the assumption and provide written proof of completion and release of liability.

If the loan assumption is denied or not completed by the agreed deadline, the parties shall cooperate in good faith to complete a refinance in the name of Janey alone. All costs associated with the refinance, including but not limited to loan origination fees, appraisal fees, credit report fees, title insurance, escrow fees, recording fees, prepaid interest, and closing costs, shall be paid by Janey, unless otherwise agreed in writing.

If Janey is unable to complete a refinance by the stated deadline, the property

shall be listed for sale with a mutually agreed licensed real estate broker. Upon sale, the parties shall pay from the gross sale proceeds all customary costs of sale, including real estate commissions, excise taxes, title and escrow fees, recording fees, and any agreed-upon repairs. Upon sale of the property, the customary costs of sale shall first be paid from the gross sale proceeds. From the remaining net proceeds, Mark shall receive the sum of \$37,300.99 as and for his full and final equalization payment under this Agreement, which amount represents a comprehensive settlement of his interest in the marital estate, including real property equity, vehicle equity and obligations, and retirement offsets. All remaining net proceeds shall be awarded to Janey.

25. *Vehicles.* During the course of the marriage, the parties acquired certain vehicles. The parties acquired a 2019 Honda Accord, valued at \$19,500, together with the lien thereon in the amount of approximately \$19,714 at Mountain America Credit Union. They acquired a 2020 Subaru Forrester, valued at \$16,000, together with lien thereon in the amount of approximately \$13,126.55 at Mountain America Credit Union. They also acquired a 2005 Subaru Forrester, valued at \$3,381, free and clear of any lien or debt obligation.

The parties agree Janey shall be awarded the 2020 Subaru Forrester, together with the lien thereon, and Mark will be awarded the 2019 Honda Accord, together with the lien thereon and the 2005 Subaru Forrester. Each party shall assume responsibility of his or her own vehicle maintenance, gasoline, expenses, and insurance.

26. *Financial Accounts.* The parties acquired the following checking, savings, money market and investment accounts. Once the funds in the joint financial accounts are divided, the accounts shall be closed, or allocated as follows, except for one, which

will remain open to share the children's expenses, unless the parties agree otherwise:

Financial Account	Name(s) on Account	Award
Mountain America Credit Union - Checking account ending 5252	Mark and Janey	Mark and Janey, jointly
Mountain America First Credit Union - Savings account ending 5252	Mark and Janey	Mark and Janey, jointly
Mountain America First Credit Union – Money Market Savings account ending 5252	Mark and Janey	100% Mark
Mountain America Credit Union – Business Checking account ending in 7608	Mark and Janey	100% to Janey
Mountain America Credit Union – Business Savings account ending in 7608	Mark and Janey	100% to Janey
Robinhood – Investment account ending in XXXX	Mark	100% to Mark
Health Savings Account	Janey	100% to Janey

The parties agree Janey shall be awarded 100% of her Health Savings Account, valued at \$2,598.71. Mark and Janey will continue to own their Mountain America Credit Union (MACU) checking account, valued at \$1,882.35 and savings account, valued at \$1,194.07 for purposes of sharing child-related expenses. The MACU money market account, valued at \$7,697.15 will be awarded to Mark. The MACU business checking account, valued at 0.00 will be awarded to Janey. The MACU business savings, valued at \$4.00, will be awarded to Janey.

The parties agree the Robinhood brokerage account titled in Mark's name valued at \$64.95 will be awarded to Mark.

The parties are each awarded the money in their personal Venmo and Paypal accounts.

27. *Retirement Accounts.* Each party is awarded the retirement accounts identified below as their sole and separate property, free and clear of any claim by the other, except as expressly provided herein:

a. Janey is awarded one hundred percent (100%) of her TIAA 401(k) retirement account, valued at approximately \$58,808.21 as of December 31, 2025.

b. Mark is awarded one hundred percent (100%) of his Western Conference of Teamsters Pension.

c. Mark is awarded one hundred percent (100%) of his Axios Advisors IRA, valued at approximately \$116,312.64 as of December 31, 2025.

c. Mark is awarded one hundred percent (100%) of Janey's Charles Schwab IRA, valued at approximately \$17,029.69 as of December 31, 2025. The parties shall cooperate in effectuating the transfer of the Charles Schwab IRA incident to divorce in a tax-neutral manner to the extent permitted by law. No Qualified Domestic Relations Order is anticipated to be required for this transfer; however, if a QDRO or similar order is determined by the plan administrator to be necessary, the parties shall share equally in any associated preparation and administrative costs.

28. *Personal Property.* Prior to the execution of this Agreement, the parties have equitably divided their furniture and furnishings and other personal property. If the parties are unable to equitably divide the furniture and furnishings, the parties shall attend mediation within 60 days of the entry date of the Decree of Divorce in an attempt to resolve the issue. In the event the parties are unable to resolve the issue in mediation, the mediator shall act as an arbitrator and make the final decision. The parties shall equally pay the fees of the mediator/arbitrator.

29. *Photos.* The family photos, videos, and albums shall either be divided in kind or duplicated with the parties equally paying the duplication costs.

30. *Personal Effects.* Each party shall be awarded his or her clothing and personal effects not already in his or her possession.

31. *Separate Property.* Each party shall be awarded as his or her separate property, property acquired by gift, devise or inheritance, or as a gift from the other party during the marriage for all property not otherwise addressed herein.

32. *Joint Marital Debt.* There is no jointly held marital debt except for the mortgage on the marital residence and the parties' respective automobile loans.

33. *Individual Debt.* The parties shall each assume and pay the debts and liabilities held in his or her own name. Specifically, Janey shall be responsible for her individual debt incurred in her name and shall indemnify and hold Mark harmless therefrom.

Mark shall be responsible for his individual debt incurred in his name and shall indemnify and hold Janey harmless therefrom.

TAX PROVISIONS

34. *Dependency Exemptions.* The parties shall each be entitled to claim one minor child as a dependency exemption for federal and state income tax purposes each year, so long as two children qualify as dependents. Janey shall claim one child and Mark shall claim one child each tax year. Mark shall only be entitled to claim a child for any given tax year if he is current on his child support obligation as of December 31 of that tax year. If Mark is not current as of that date, Janey shall be entitled to claim both children for that year. The parties shall timely execute any required IRS forms, including

Form 8332, to effectuate this provision.

When only one child qualifies as a dependent in a given tax year (for example, because the older child no longer meets IRS age or dependency requirements), the parties should alternate claiming the remaining eligible child each tax year, with Janey claiming the child in even-numbered tax years and Mark claiming the child in odd-numbered tax years (or vice versa). Mark's right to claim the child shall remain conditioned upon him being current on his child support obligation as of December 31 of the applicable tax year. If he is not current, Janey shall be entitled to claim the child for that year. The parties shall timely execute IRS Form 8332 or any successor form as necessary to effectuate this provision

35. *No Tax Savings.* If claiming a child as a dependency exemption results in no tax savings to a party for a particular year, that party shall voluntarily permit the other party to claim the dependency exemption.

NAME

36. Janey may return to her former name of 'Hedges' if she chooses and she may be known as 'Janey Adelyn Hedges' following entry of the Decree of Divorce.

MISCELLANEOUS PROVISIONS

37. *Execution of Documents.* The parties shall execute such documents as may be necessary to transfer the property as awarded by the Court to the party entitled thereto.

38. *Attorney Fees.* Each party shall pay his or her own attorney's fees and costs incurred in this action.

39. *Full Disclosure.* The parties have fully and accurately disclosed in this Agreement all real and personal property in which they have an interest, all obligations and debts for which they are liable and their incomes. The parties also represent that they have made no assignment, transfer, or distribution of any funds or property to any third party except in the course of typical and reasonable living and business expenses.

40. *Fair and Equitable Agreement.* The parties represent that prior to the execution of this Agreement they have each reviewed and discussed its terms with their respective counsel, if deemed necessary, and that the same represents a fair and equitable distribution of the assets acquired and liabilities incurred by the parties.

41. *Drafting.* Each party understands, acknowledges, and acknowledges that each of the parties have contributed to the drafting of this Agreement, and no provision shall be construed against any party as being the draftsman. This Agreement shall be construed without regard to any presumption or 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.

Mark acknowledges that he has had the option and opportunity to obtain independent legal advice through counsel of his own selection, that he has been fully informed of his legal rights and obligations, and that he is not entitled to rely on Janey's attorney to inform him of his legal rights. Mark acknowledges that he fully understands this Stipulation and that having had the opportunity to obtain independent legal advice, acknowledges that the terms set forth herein accurately reflect his understanding of the divorce settlement.

Mark acknowledges that in signing this Stipulation, and approving the Decree and Findings of Fact and Conclusions of Law, he is not acting under any undue influence, duress, coercion, or fraud and that his signature on this document is made knowingly and voluntarily, and while not under the influence of any drugs or alcohol. Mark further understands that when this Decree is approved by the Court, it will become a legal and binding Court order.

42. *Dispute.* In the event of a dispute between the parties as to the interpretation of a term of this Agreement, the parties shall mediate the issue before either party may initiate court action.

ENTERED BY THE COURT ON THE DATE AS INDICATED

BY THE COURT'S SEAL ON THE TOP OF THE FIRST PAGE.

APPROVED AS TO FORM:

/s/ Mark C. Luper
Respondent

Orem, Utah County, State of Utah

Dated: April 11, 2026

*Signed electronically by Jennifer L. Neeley
With permission of Mark C. Luper
Signature on the original*