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

In the Matter of the Marriage of:

Annie Monson,

Petitioner,

and

Mark Monson,

Respondent.

DECREE OF DIVORCE

Civil No. 254402528

Judge Shawn R. Howell

Commissioner Marla Snow

The Court, having reviewed the Stipulation and Settlement Agreement (the “Stipulation”) submitted by the parties (“Annie” and “Mark”), being fully advised in the premises, and having entered the Findings of Fact and Conclusions of Law, hereby **ORDERS, ADJUDGES, AND DECREES:**

1. Divorce. The parties are hereby granted a divorce from each other and the marriage between them dissolved.

1.

2.

3.

4. **JURISDICTION AND VENUE**

2. **Residence.** The parties are residents of Utah County, State of Utah, and have been for at least three (3) months immediately prior to the commencement of this action.

3. **Marriage Information.** Annie and Mark were married on January 18, 2008, and are currently married. The parties separated on or about March 1, 2024.

4. **Grounds for Divorce.** During the course of this marriage, the parties have experienced irreconcilable differences, making continuation of the marriage relationship impossible.

5. **General Jurisdiction.** This Court has general jurisdiction over this matter, pursuant to Utah Code §78A-5-102(1).

6. **Personal Jurisdiction.** This Court has personal jurisdiction over the parties, pursuant to Utah Code §78B-3-205 and Utah Code §78B-15-604.

7. **Venue.** Venue is proper in this Court, pursuant to Utah Code §78B-15-605.

8. **Home State Jurisdiction.** The minor children have lived in Utah for at least six (6) consecutive months immediately before the commencement of this child custody proceeding, and Utah is the minor children's home state, pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act. Accordingly, this Court has jurisdiction to make initial child custody determinations with respect to the minor children.

9. **Child Support Jurisdiction.** This Court has jurisdiction to enter child support orders, pursuant to Utah Code §§81-6-104(1) et seq. (Utah Child Support Act) and Utah Code §§78B-14-101 et seq. (Utah Uniform Interstate Family Support Act).

CHILDREN

10. Minor Children. There have been five (5) children born as issue of the marriage:

Minor Children's Initials	Month & Year of Birth
C.M.	November 2010
L.M.	June 2012
H.M.	May 2014
C.M.	July 2016
M.M.	January 2019

11. Legal Custody. The parties shall share joint legal custody of the minor children.

12. Physical Custody. The parties shall share joint physical custody of the minor children H.M., C.M., and M.M. Annie shall have primary physical custody of the minor child L.M. Mark shall have primary physical custody of the minor child C.M.

13. Parent-Time. Parent-time shall be as the parties agree. If the parties are unable to agree, parent-time shall be as follows:

a. Parent-time for the minor children H.M., C.M., and M.M., shall be pursuant to Utah Code §81-9-305 with the following clarifications:

- i. Regular Weekly Parent-Time. The regular weekly parent-time shall be week on/week off, with the parent-time exchange occurring on Monday morning with the parent ending parent-time ensuring the minor children are transported to school and the parent beginning parent-time ensuring the minor children

are picked up from school. If school is not in session, the parent-time exchange shall occur at 8:00 a.m.

- ii. Holiday Parent-Time. Holiday parent-time shall be pursuant to subparagraph (c) below.
- iii. Summer Parent-Time. Uninterrupted summer parent-time shall be pursuant to subparagraph (d) below.

b. Parent-time for the minor children C.M. and L.M. shall be pursuant to Utah Code §81-9-302, with the following clarifications:

- i. Parent-Time with L.M. The minor child, L.M., is currently participating in therapy and shall remain in therapy for so long as the therapist deems it necessary. The therapist shall work with L.M. to facilitate L.M.'s participation in parent-time with Mark. Annie shall encourage L.M. to progress toward overnight parent-time with Mark.
- ii. Weekend Parent-Time. The alternating weekend parent-time shall be exercised with all five (5) children with the same parent.
- iii. Holiday Parent-Time. Holiday parent-time shall be pursuant to subparagraph (c) below.
- iv. Summer Parent-Time. Uninterrupted summer parent-time shall be pursuant to subparagraph (d) below.

c. Holiday Parent-Time. Holiday parent-time shall be as the parties agree. If the parties are unable to agree, the holiday parent-time shall be pursuant to the schedule set forth below, which takes precedence over regular parent-time:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Father	Mother	President's Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Father	Spring Break 6:00 p.m. on the day that school is dismissed for Spring Break until 7:00 p.m. on the day before school resumes.
Father	Mother	Memorial Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Mother	Mother's Day 9:00 a.m. to 7:00 p.m. on the holiday
Father	Father	Father's Day 9:00 a.m. to 7:00 p.m. on the holiday
Father	Mother	Juneteenth 6:00 p.m. on the day before Juneteenth National Freedom Day if the day before is not Father's Day; or, 9:00 a.m. on Juneteenth if the day before is Father's Day. The holiday period ends at 6:00 p.m. on the day following Juneteenth.
Mother	Father	July 4th July 3 rd at 6:00 p.m. until July 5 th at 6:00 p.m.
Father	Mother	July 24th July 23 rd at 6:00 p.m. until July 25 th at 6:00 p.m.
Mother	Father	Labor Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Father	Mother	Columbus Day 6:00 p.m. the day before the holiday until 7:00 p.m. on the holiday.
Mother	Father	Fall Break 6:00 p.m. on the day that school is dismissed for Fall Break until 7:00 p.m. on the day before school resumes.
Father	Mother	Halloween October 31 st or the day that Halloween is traditionally celebrated in the local community, from the time school is dismissed or 4:00 p.m. if there is no school, until 9:00 p.m. on the same day the holiday begins.
Mother	Father	Veteran's Day 6:00 p.m. the day before the holiday until 7:00 p.m. on the holiday.
Father	Mother	Thanksgiving beginning when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning when school is dismissed for the holiday until December 27 th at 7:00 p.m.
Father	Mother	Second Half of Christmas Vacation , December 27 th at 7:00 p.m. until the day before school resumes at 7:00 p.m.
Mother	Father	The day before or after child's birthday on the day before or after the actual birth date from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.
Father	Mother	Child's actual birthday from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.

d. Summer Parent-Time. Each parent shall be entitled to two (2) weeks of uninterrupted summer parent-time during the summer months when school is not in session.

In calendar years ending in an even number, Annie shall have the first choice of summer parent-time. In calendar years ending in an odd number, Mark shall have the first choice. The parent with first choice shall provide the other parent with written notice of their selected summer parent-time by May 1st. The other parent shall provide written notice of their selected summer parent-time by May 15th. If the parent with first choice fails to provide notice by May 1st, the other parent shall be entitled to first choice for that year. Summer parent-time shall not interfere with the other parent's scheduled holiday parent-time.

14. Right of First Refusal. Each parent shall have the right of first refusal to provide care for the minor children in the event the parent with the children is unavailable to do so overnight or longer during their scheduled parent-time, provided that the parent receiving notice is personally available and willing to provide the care and transportation.

15. Transportation. Transportation for parent-time exchanges shall be as the parties agree. If the parties are unable to agree, parent-time exchanges shall be as follows:

a. A party exercising the right of first refusal shall provide the transportation both directions.

b. Parent-time exchanges shall occur at the minor children's school when school is in session. The party ending parent-time shall ensure the minor children are delivered to school and the party beginning parent-time shall ensure the minor children are picked up from school.

c. When school is not in session, the party beginning parent-time shall provide the transportation for the parent-time exchange, which shall occur at the other parent's residence.

d. A third party who possesses a valid driver's license and is known to the minor children may facilitate transportation for parent-time exchanges.

16. Parenting and Educational Plan. The parties agreed to adopt the following Parenting and Educational Plan provisions, which are hereby incorporated into this Decree:

a. Both parties will be listed on and have access to the minor children's school, church, medical and other records and both parties shall be included as the parents on such records. As joint legal custodial parents, it is the responsibility of each parent to contact the minor children's school, coaches, teachers, doctors, dentists, church leaders, etc. in which the minor children are involved to establish their own relationship and have notices of significant school, social, sports, and community functions in which the minor children are participating or being honored sent directly to each parent. Both parties shall be entitled to attend and participate fully. The parties shall each obtain their own information regarding the minor children's school work, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information. If one parent receives notice that the other parent would not have access to, the party receiving said notice shall notify the other parent within twenty-four (24) hours of receiving the notice;

b. The parties shall notify the other parent of injury or illness as soon as reasonably possible involving a minor child;

c. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

d. When a parent leaves the minor children in the care of a third-party caregiver, the name and contact information of the other parent will be provided to the caregiver. Additionally, the other parent shall be provided the name and contact information of the caregiver;

e. The parties shall notify the other parent of any change of address, email address, and/or telephone number within twenty-four (24) hours of the change;

f. The parent who has the minor children in his/her care may make minor day-to-day decisions regarding the minor children without having to consult with the other parent;

g. For emergency purposes, whenever the minor children travel overnight or longer, the parent arranging the travel shall provide the other parent with an itinerary of travel dates, destinations, and places where the minor children can be reached;

h. The parties agree to work together in a reasonable manner to accommodate each other and to provide the minor children consistency and stability;

i. Special consideration should be given by each parent to make the minor 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 schedule;

j. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication/virtual parent-time with the minor children. The parent with the minor children in his/her care will not interfere with the virtual parent-time;

- k.** The parties agree that they will not put the minor children in the middle of their disputes;
- l.** The parties will not discuss with the minor children or in the minor children's presence adult issues, including the parties' legal proceedings or financial related issues of the parties;
- m.** The minor children will not be used as messengers between the parents;
- n.** The parties shall maintain safe and appropriate sleeping and living accommodations for the minor children;
- o.** Each party will have adequate clothing for the minor children at his/her residence;
- p.** Neither parent will question the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money;
- q.** The parties will not ask the minor children to keep secrets from the other parent;
- r.** Each parent shall be supportive and respectful of the other parent in the presence of the minor children;
- s.** Both parties shall be restrained from saying or doing anything that would tend to diminish the minor children's love and affection for the other parent. 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 minor children;
- t.** The party with the minor children in his/her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to and

from school on time;

u. Communication regarding the minor children shall be directly between the parents and shall not involve third parties;

v. The minor children shall remain in their current schools/feeder schools;

w. Both parents shall have access to the minor children during school hours and the authority to check the minor children out of school during his/her custodial time for emergency purposes or necessary appointments; and,

x. The parties will make joint decisions regarding substantial or significant issues affecting the minor children including but not limited to the minor children's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. After discussing the issue and researching solutions, if the parties cannot reach an agreement on a major issue regarding the minor children, the parties shall meet with and discuss the issue with an expert in the field of the dispute. If the parties are still unable to agree after meeting with and discussing the issue with an expert in the field of the dispute, they shall attend mediation. Each party shall be responsible for one-half the cost of the mediation. If the parties do not reach an agreement in mediation, either party may take the issue before the court.

17. Child Support. Annie's gross monthly income is \$2,730. Mark's gross monthly income is \$18,370. Based on the joint custody child support calculation worksheet for three (3) minor children, with Annie having the minor children 183 overnights each year and Mark having the minor children 182 overnights each year, Mark's child support obligation to Annie for these three (3) children is \$1,185 per month; based on the split custody child support

calculation worksheet for two (2) minor children with each parent having one (1) child, Mark's child support obligation to Annie for these two (2) children is \$1,022 per month, resulting in a total child support obligation from Mark to Annie of \$2,207 per month (\$1,185 + \$1,022), commencing May 1, 2026. Unless the Court orders otherwise, support for the child terminates at the time: (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. The 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. Adjustment When Child Becomes 18. In accordance with statute, when a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted to reflect the base combined child support obligation shown in the table in Utah Code §81-6-213 for the remaining number of minor children due child support. The award may not be reduced by a per child amount derived from the base child support award originally ordered.

b. Income Withholding. The party receiving child support is entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to Utah Code §26B-9-303.

c. Adjustment of Child Support. A child support order may be adjusted pursuant to Utah Code §26B-9-221.

18. Child Care Expenses. If a party elects to have a family member provide child care, the other party shall not be required to contribute to or reimburse any costs associated with such child care. The parties shall offer the other parent the right to provide care for the minor children before incurring work-related child care expenses. In accordance with Utah Code §81-6-209, the child support order shall require that each parent share equally the reasonable work-related child care expenses of the parents.

a. If an actual expense for child care is incurred, a parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the child care 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. In the absence of a court order, a parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

c. In the absence of a court order to the contrary, the parent shall notify the other parent of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

d. In addition to any other sanctions provided by the court, a parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with subsections 'b' and 'c'.

e. **2Medical/Dental Expenses.** In accordance with Utah Code §81-6-208, a parent shall provide and maintain medical and dental insurance for the minor children if it is available to them at reasonable cost and is accessible to the children. Currently Mark is providing the minor children's medical insurance.

f. **3**Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor children's portion of insurance. The minor children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children in the instant case.

g. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the minor children's portion of the premium. In cases in which the parent does not have insurance but another member of the parent's household provides insurance coverage for the minor children, the parent may receive credit against the base child support award or recover the other parent's share of the minor children's portion of the premium.

h. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children, including but not limited to deductibles and copayments.

i. The parent who is maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the minor children, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent of any change of

insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew or should have known of the change.

j. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment with reimbursement to take place within the following thirty (30) days.

k. 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 Subsections (d) and (e) of this paragraph.

l. If, at any point in time, the dependent minor children are covered by the health, hospital, or dental insurance plans of both parents, Mark's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor children and Annie's health, hospital, or dental insurance plan shall be secondary coverage for the minor children. If a parent remarries and the minor children are 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 minor children.

m. **Medical Billing for a Minor Child.** Pursuant to Utah Code §15-4-6.7, the parties may elect that medical/dental 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 or other controlling court order at or before the day on which the service provider first renders medical/dental services. A creditor who has been provided a copy

of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

19. School Registration and Fees. The parties shall equally divide all reasonable and necessary school registration and school fees for the minor children. Proof of payment shall be provided by the party incurring the cost to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days.

20. Payment of School Fees. When a court enters an order that provides for the payment of school fees of a child pursuant to Section 81-4-204 or Section 81-4-406, a provider who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request of a parent, shall separately bill each parent for the share of the school fee that the parent is required to pay under the order. A provider may bill a parent for the parent's share of a child's school fee under an order regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee. A provider, who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee, may not make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the

order. Each parent is liable only for the share of the school fee that the parent is required to pay under the order.

21. Extracurricular Activities. The parties shall equally divide the cost of extracurricular activities for the minor children so long as the parties have mutually agreed to the activity in writing prior to the minor children being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the minor children in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the minor children in extracurricular activities will do so at their own expense and the activity will not interfere with the other party's parent-time. The parties agree to equally share the minor child H.M.'s participation in karate.

22. Tax Benefits. Beginning with the 2026 tax year, the parties shall equally share claiming the minor children for tax benefit purposes related to filing federal and state tax returns as follows:

a. So long as there are five (5) minor children, Annie shall be entitled to claim L.M. and C.M. each year for tax benefit purposes and Mark shall be entitled to claim H.M. and M.M. each year for tax benefit purposes. The parties shall alternate claiming C.M. for tax benefit purposes with Annie receiving the benefit for tax years ending in an even number and Mark receiving the benefit for tax years ending in an odd number.

b. When there are four (4) minor children, Annie shall be entitled to claim L.M. and C.M. each year for tax benefit purposes and Mark shall be entitled to claim H.M. and M.M. each year for tax benefit purposes

c. When there are three (3) minor children, Annie shall be entitled to claim C.M. each year for tax benefit purposes and Mark shall be entitled to claim M.M. each year for tax benefit purposes. The parties shall alternate claiming H.M. for tax benefit purposes with Annie receiving the benefit for tax years ending in an even number and Mark receiving the benefit for tax years ending in an odd number.

d. When there are two (2) minor children, Annie shall be entitled to claim C.M. each year for tax benefit purposes and Mark shall be entitled to claim M.M. each year for tax benefit purposes.

e. At such time as there is only one minor child, the parties shall alternate claiming the child with Annie receiving the benefit for tax years ending in an even number and Mark receiving the benefit for tax years ending in an odd number.

f. The party ordered to pay child support must be current on his/her child support obligation as of December 31st of the tax year he/she is entitled to claim the minor children for tax benefit purposes on his/her tax return.

g. The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the minor children when he/she is entitled to the tax benefit.

MEDICAL INSURANCE

23. The parties shall be responsible for their own medical insurance upon entry of the Decree of Divorce herein.

TOTAL SUPPORT PAYMENTS

24. Mark shall pay Annie alimony as follows:

- a. The amount of Mark's alimony will fluctuate based on an agreed upon total support award.
- b. Commencing May 1, 2026, Mark shall pay Annie total support of \$5,000 each month (combined child support and alimony) for a period of four (4) years.
- c. Commencing May 1, 2030, Mark shall pay Annie total support of \$5,500 each month (combined child support and alimony) for a period of four (4) years.
- d. Commencing May 1, 2034, Mark shall pay Annie total support of \$6,000 each month (combined child support and alimony) for a period of four (4) years.
- e. The alimony is due one-half on the 5th and one-half on the 20th of each month.
- f. The alimony portion of the total support payments shall automatically terminate upon payment for twelve (12) years, the death of either party, Annie's remarriage, or Annie's cohabitation as defined under Utah law, whichever occurs first. At that point child support shall be calculated based on the parties' incomes set forth above and the number of children remaining.

ASSETS

25. **Real Property.** 4During the marriage, the parties acquired a marital home located at 1287 East 500 North American Fork, Utah. The marital home is awarded as follows:

a. Mark shall have the exclusive use and possession of the marital home and shall be solely responsible for payment of the first and second monthly mortgage payments, utilities, and all other ongoing expenses associated with the home, holding Annie harmless therefrom.

b. Annie's share of the equity in the marital home is \$165,000, which Mark shall pay Annie within eighteen (18) months from the signing of the Stipulation.

c. Contemporaneously with Mark paying Annie her share of the equity, Mark shall be awarded all right, title, interest, and remaining equity in the marital home and Annie shall execute a quit claim deed transferring all of her right, title, and interest in the marital home to Mark.

d. Mark shall not further encumber the debt secured by the marital home prior to paying Annie her share of the equity.

e. If Mark fails to pay Annie her share of the equity within the specified time period, the parties shall list the marital home for sale with a mutually agreed upon licensed real estate agent. The parties shall follow the recommendations of the agent regarding listing price, price adjustments, and consideration of offers. Mark may remain in the home during the listing period and shall continue to be responsible for payment of the mortgages and all related expenses until the sale is completed. Mark shall maintain the home in good showing condition and cooperate with showings. Upon the sale of the home, the net proceeds shall be distributed as follows:

- i. First, to pay the costs of sale (including agent commissions and closing costs);

- ii. Second, to satisfy the outstanding first and second mortgage balances;
- iii. Third, Annie to receive \$165,000 as her share of the equity;
- iv. Fourth, the remaining proceeds shall be awarded to Mark.

26. Vehicles. During the marriage, Annie acquired a 2018 Audi Q7, which is awarded to Annie. Annie shall be solely responsible for the payments and auto insurance related to the vehicle, holding Mark harmless therefrom.

27. 5Personal Property. The parties acquired personal property during the marriage, which shall be awarded as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Bean Bag for C.M.	Annie
Chair in H.M.'s Bedroom	Annie
Brown Baskets in Laundry Room	Annie
Glass Jar with Wooden Lid in Laundry Room	Annie
White Vases in Bonus Room	Annie
Six (6) Black Picture Frames (by the entry)	Annie
Six (6) Picture Frames in M.M.'s /C.M.'s Room	Annie
Wood Decorative Cutting Boards from Kitchen	Annie
Two (2) Pendelton Blankets (blue one and white one)	Annie
Tineco Mop/Sweeper/Vacuums	Annie
One Baking Sheet with Cover Lids	Annie
Mini Bread Pan	Annie
Bakeware	Annie
Cooling Rack (grid one)	Annie
Bowls and Serve Wear	Annie
Row Machine	Annie
Box Jump Box	Annie
Medicine Balls	Annie
Two (2) Tall Black Pots for Plants	Annie
A Blanket Oatmeal Color (woven one in master)	Annie
Annie's Foot Bath	Annie
Annie's Towel Warmer	Annie
Annie's Little Waffle Makers	Annie
Annie's Childhood Stuff	Annie

Annie's Piano	Annie
Annie's Socks that the girls have left there	Annie
Any leftover Clothing that is Annie's that the girls have taken over or that Annie left behind	Annie
Whirlpool Washer and Dryer (the dark silver ones, not the white ones in the basement)	Annie
Cat Litter Box	Annie
Gymnastics Bar	Annie
Some Storage Totes	Annie
Some Holiday/Seasonal Items	Annie
Some Swim/Pool Stuff	Annie
Lantern	Annie
Six (6) Life Time Folding Chairs	Annie
One Folding Table	Annie
Roof Rack Skybox	Annie
Hoist for the Skybox	Annie
Magnolia Mixing Bowls	Annie
L.M.'s Desk and Chair	Annie
Glass Lanterns in the Laundry Basement Room	Annie
Electric Skillet with Lid	Annie
Juicer	Annie
Drill	Annie
Four (4) Cereal Containers	Annie
Annie's Grandma's Brass Swan and Decorative Pieces	Annie
Annie's Grandpa's Boots	Annie
Essential Oils	Annie
Annie's Childhood Albums	Annie
Annie's Scuba Gear	Annie
Joanna Gaines Design Books	Annie
Some Food Storage Cans (the ones at the top of the food storage – a few of each kind)	Annie
Cupcake Stand	Annie
Baking Ramekins	Annie
Big White Ceramic Bowls	Annie
Dresses from High School	Annie
I of the Nintendo Switches	Annie
Some Seasonal Holiday Décor	Annie
Storage Container for Wreath	Annie
Annie's Prescriptions (progesterone and others)	Annie
Annie's Temple Bag and Clothes and Personal Scriptures	Annie
Annie's Purses	Annie
Planter Pots in piano room	Annie

Mirror in L.M.'s room with leather strap	Annie
Le Creuset Mortar and Pestle	Annie
Squatty Potty in Master	Annie
Cook Books	Annie

a. Each party is awarded their remaining personal property which is now in their individual possession or under their individual control, except as otherwise indicated within this Stipulation.

b. Annie shall pick up the items of personal property awarded to her from the marital home within thirty (30) days of the signing of this Stipulation, at a time mutually agreed upon by the parties.

28. Bank Accounts. Each party is exclusively awarded any and all bank accounts held solely in his/her name, free and clear from any claim by the other party.

29. Retirement Accounts. Each party is exclusively awarded any and all retirement accounts held solely in his/her name, free and clear from any claim by the other party.

DEBTS

30. The parties incurred debts during the marriage. Mark is in the process of filing for bankruptcy and shall be solely responsible for all debts and obligations addressed through the bankruptcy proceeding, holding Annie harmless therefrom. Each party shall assume and be solely responsible for the debts listed below that are not included in the bankruptcy proceeding, holding the other party harmless therefrom:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
SPS Mortgage (first mortgage on home)	\$526,486	See Real Property paragraph herein
MACU (second mortgage)	\$392,347	See Real Property paragraph herein
Capital One Credit Card (#9175) in Annie's name	\$4,503	½ each

Target Credit Card (#0943) in Annie's name	\$498	½ each
Common Spirits (medical debt)	\$14,027	See subparagraph (a) below
Baylor Hospital (medical debt)	\$622.17	See subparagraph (a) below
IHC (#1006) (medical debt)	\$2,955.47	See subparagraph (a) below
IHC (#4037) (medical debt)	\$117.04	See subparagraph (a) below

a. Medical Debt. The parties shall be equally responsible for the medical debts listed herein, after Mark has had a reasonable opportunity to negotiate a reduction of the outstanding balances. Following any such negotiated reduction, each party shall pay one-half (1/2) of the remaining balances.

b. Joint Accounts. Neither party shall incur any additional liability on joint credit cards or any joint accounts. The parties shall cooperate in closing joint credit card accounts or removing the name of the party not assuming the account within thirty (30) days of the signing of this Stipulation.

c. Other Debts. Any and all other debts and obligations shall be the sole and exclusive responsibility of the party who incurred the particular debt.

d. Creditors. The parties understand that for joint debts, upon the entering of the Decree of Divorce, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

e. Notification to Creditors. For any joint debts, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

f. Delinquency in Payments. If either party is obligated on a joint debt, the payment of that debt must remain current. A party who makes payment on a delinquent debt in order to protect his/her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

MISCELLANEOUS

31. Tax Returns. The parties have not yet filed their joint income tax returns for tax years 2022, 2023, 2024, and 2025, and will accomplish this, as follows:

a. The 2022 and 2023 tax returns have been prepared. Mark shall pay one-half (1/2) of the cost for Annie to have the 2022 and 2023 tax returns reviewed by an accountant of her choosing, not to exceed \$700 per return as Mark's contribution. The parties anticipate receiving a combined tax refund of approximately \$38,000 from the 2022 and 2023 tax returns. It is anticipated that one-half (1/2) of the total refund will be applied towards the bankruptcy proceeding. The remaining balance of the refund shall be divided equally between the parties.

b. The parties shall cooperate in obtaining the loss information from the business owners needed for preparation of their 2024 taxes. Once the parties have obtained all the necessary information, the parties shall cooperate in having the taxes prepared and filed and shall equally share any tax refund or tax liability.

c. The parties shall file separate tax returns for the 2025 tax year. Each party shall assume and pay any taxes owing on his/her tax return, holding the other party harmless therefrom. If either party is receiving a refund from their 2025 tax return, they shall be awarded said refund free and clear of any claim by the other.

32. Phone Plan. Annie shall provide Mark with the information and access necessary to transfer Annie's father, Mark, and C.M. from the existing phone plan to a new phone plan.

33. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the terms of this Stipulation.

34. Mediation. The parties shall attend mediation prior to, or simultaneously with, filing a Petition to Modify the Decree of Divorce. Each party shall pay one-half the cost of mediation.

35. Asset Division/Financial Claims. The Stipulation, and this Decree of Divorce which incorporated the terms of the Stipulation, resolved the asset division and all financial claims either party has against the other through the date of the signing of the Stipulation.

36. Mutual Restraining Order. The parties agree to the following mutual restraining order language, which are incorporated into this Decree of Divorce:

a. Both parties are mutually restrained from making disparaging or derogatory remarks about one another, either directly to each other, to the minor children, or in the presence of the minor children. This includes verbal statements, written communications, or any other form of expression. For purposes of this provision, "disparaging or derogatory" shall include any negative or ill-speaking comments about the other party, regardless of if they believe it to be true or not. If a party becomes aware of any such prohibited conduct occurring in the

presence of the minor children, that party shall take immediate steps to remove the children from such circumstances.

b. Both parties are mutually restrained from engaging in any conduct that constitutes annoyance, stalking, harassment, harm, or threats toward the other party.

c. Neither party shall enter the residence of the other without that party's express permission.

d. Both parties are prohibited from posting, sharing, or permitting the posting or sharing of any photographs, stories, comments, or statements concerning the other party on any social media platform.

e. Both parties are mutually restrained from permitting any third party to engage in conduct that they themselves are prohibited from under this paragraph. Each party shall use their best efforts to prevent such conduct by third parties.

37. Former Name. Annie's former name of Annie Rose Williams shall be restored to her if she so chooses.

38. Identity. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

39. 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 this Stipulation shall have any force or effect. Annie and Mark 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. Annie and Mark are satisfied that the Stipulation is

fair and reasonable. There are no questions Annie and Mark have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this Stipulation.

40. Full Disclosure. Each party warranted to the other that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury and may allow a party to bring a claim regarding any undisclosed asset. The property referred to in the Stipulation and this Decree represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

41. Attorney Fees and Costs. Each party shall assume and pay his/her own costs and attorney fees incurred in this action.

**Court's signature appears at the top of the first page of this Order.
END OF COURT ORDER**

APPROVED AS TO FORM:

HOWARD LEWIS & PETERSEN

/s/ Wendy Vawdrey (with permission)
Signed by Adam Kaas with permission of Wendy Vawdrey
Wendy Vawdrey
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of May, 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was served on the following by the method indicated below:

HOWARD LEWIS & PETERSEN

Wendy Vawdrey

Don Petersen

wendy@provolawyers.com

petersend@provolawyers.com

☐ U.S. Mail, Postage Prepaid

☐ Hand Delivered

☒ E-filing

☐ Via email

/s/ Adam Kaas