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IN THE FOURTH JUDICIAL DISTRICT COURT, IN AND FOR WASATCH COUNTY, STATE OF UTAH	
In the Matter of the Marriage of: RACHEL CHRISTINE RAY, <i>Petitioner,</i> and, RYAN JEFFREY RAY, <i>Respondent.</i>	DECREE OF DIVORCE Case No.: 254500088 Judge: Jennifer Mabey Commissioner:

This matter comes before the Court for final entry of a Decree of Divorce. The parties have stipulated to the Order, pursuant to the *Stipulation* entered on May 1st, 2026, and the Court now enters the Decree of Divorce as follows:

DECREE OF DIVORCE

PARTIES, JURISDICTION & GROUNDS

1. Rachel is a resident of Wasatch County, State of Utah, and has been for six (6) months immediately prior to the filing of this action.
2. Parties were married on September 30th, 2000, and are currently married.

3. Parties shall be awarded a Decree of Divorce on the basis of irreconcilable differences, consistent with the terms and provisions contained herein.

CHILDREN

4. Parties share five children, three (3) of whom are minors: S.R. born April 2010; T.R. born April 2010; and A.R. born October 2011.

CHILD CUSTODY JURISDICTION

5. The parties' minor children currently reside in Wasatch County, State of Utah. The children have resided at the current address for at least six (6) months.

6. Utah has jurisdiction to make custody determinations for the children in that Utah is currently the minor children's home state.

Legal Custody

7. The parties shall exercise Joint Legal Custody of the minor children. The parent with whom the children are then located shall make day-to-day decisions involving the children and shall make emergency decisions affecting the health or safety of the children. If parties are unable to reach a mutual agreement on decisions related to the children, they will follow the Dispute Resolution plan, as outlined below. Neither party will have final say. All major decisions shall be decided by the Special Master if they are unable to reach an agreement.

Physical Custody

8. Until directed otherwise by the Special Master or the Court, Rachel shall be awarded Primary Physical Custody of the minor children subject to Ryan's right to meaningful Parent-Time as outlined below.

PARENTING PLAN

9. Dispute Resolutions: Significant legal decisions including without limitation health, education, and religious upbringing shall be discussed in advance in attempt to reach an agreement. If the parties are unable to reach agreement, parties shall consult with an expert on the subject. If parties are still unable to reach an agreement, parties shall bring the matter to the Special Master for a final decision. Either party may bring the matter to the Court should they believe that the decision is not in the best interest of the child(ren). Neither party will have final say.

10. Therapy and Family Systems Therapy: The parties and minor children have been participating in Family Systems Therapy with Patty Martinez. Parties will continue to attend Family Systems Therapy, until such a time as the Family Systems Therapist believes it is no longer beneficial to the family or until parties mutually agree to discontinue therapy in writing, is ordered by the Special Master, or is ordered by the Court.

11. **Parent-Time:** Ryan's parent-time schedule will be as follows:

Block A (8 weeks beginning May 1, 2026)

Millie- Therapeutic visits prior to any visits with Ryan as set by the Family Systems Therapist

Taylor- Bi-weekly (or as determined by the special master with input from the Family Systems Therapist) visits with older sibling and Ryan.

Sydney- Letter writing with the Family Systems Therapist. Therapeutic session with Ryan and child.

Block B (8 weeks)

Millie- phone calls 1 time per week. Therapeutic visits with the Family Systems Therapist and Ryan.

Taylor- Bi-Weekly (or as determined by the special master with input from the Family Systems Therapist) visits without siblings with Ryan.

Sydney- phone calls 1 time per week with Ryan. Therapeutic visits with the Family Systems Therapist and Ryan

Block C (8 weeks)

Millie- Bi-weekly (or as determined by the special master with input from the Family Systems Therapist) lunches with siblings and Ryan. Phone calls 1 time per week with Ryan

Taylor- Bi-weekly (or as determined by the special master with input from the Family Systems Therapist) all day visit with Ryan 6 hours.

Sydney- Bi-weekly (or as determined by the special master with input from the Family Systems Therapist) lunches with siblings and Ryan. Phone calls 1 time per week with Ryan

Block D (8 weeks)

Millie- Bi-weekly (or as determined by the special master with input from the Family Systems Therapist) lunches with Ryan. Phone calls 1 time per week with Ryan

Taylor- Bi-weekly 1 overnight with Ryan Friday after school till Saturday at 4:00 p.m. Bi-weekly weekday visit with Ryan 4 hours in alternating weeks.

Sydney- Bi-weekly lunches with Ryan. Phone calls 1 time per week with Ryan.

Block E (8 weeks)

Millie- Bi-weekly 4 hour Day visit with Ryan. Phone calls 1 time per week with Ryan.

Taylor- Minimum pt/ w/ overnights & weekday visit pursuant to UTAH CODE ANN. § 81-9-302.

Sydney- Bi-weekly 4 hour Day visit with Ryan. Phone calls 1 time per week with Ryan.

Block F (8 weeks)

Millie- Bi-weekly 8 hour Day visit with Ryan. Phone calls 1 time per week with Ryan.

Taylor- Minimum pt/ w/ overnights & weekday visit pursuant to UTAH CODE ANN. § 81-9-302.

Sydney- Bi-weekly 8 hour Day visit with Ryan. Phone calls 1 time per week with Ryan

Block G (8 weeks)

Millie- Bi-weekly 1 overnight with Ryan Friday after school till Saturday at 4:00 p.m. Bi-weekly weekday visit with Ryan 4 hours in alternating weeks. Phone calls 1 time per week with Ryan

Taylor- Minimum pt/ w/ overnights & week day visit pursuant to UTAH CODE ANN. § 81-9-302.

Sydney- Bi-weekly 1 overnight with Ryan Friday after school till Saturday at 4:00 p.m. Bi-weekly weekday visit with Ryan 4 hours in alternating weeks. Phone calls 1 time per week with Ryan

Block H (8 weeks)

Millie- Minimum pt/ w/ overnights & weekday pursuant to UTAH CODE ANN. § 81-9-302.

Taylor- pt/ w/ overnights & weekday overnight pursuant to UTAH CODE ANN. § 81-9-302.

Sydney- Minimum pt/ w/ overnights & weekday pursuant to UTAH CODE ANN. § 81-9-302.

12. **Parent-Time beyond Block H:**

- a. The parties will return to mediation once a child is exercising UTAH CODE ANN. § 81-9-302 parent-time to discuss an increased parent-time plan for that child. If the parties cannot agree on additional parent-time, the parties will mediate with an agreed upon mediator with the costs divided equally. For example, if Taylor achieves UTAH CODE ANN. § 81-9-302 parent-time, the parties will then engage in mediation to discuss increasing parent-time with Taylor.
- b. If the parties are unable to reach an agreement at mediation, the parties will submit the issue to the Special Master to decide increasing parent-time. A substantial and material change in circumstances is not required to increase parent-time.
- c. Progression shall continue unless the Family Systems Therapist believes there has been regression with the minor children. If there has been regression, the Family Systems Therapist will first discuss the issues with both parties to determine how to address any regression. If the parties are unable to agree upon a plan to address the regression, either party may bring the issue before the Special Master.

- d. Neither party will talk to the minor children or anyone else anything about this plan and will allow the Family Systems Therapist to tell the children what is necessary to know. No Disparagement of either party. There will be bi-weekly therapeutic visits for Taylor, Millie and Sydney until no longer needed which will be determined by the Family Systems Therapist, mutual written agreement of the parties, or court order. A child is allowed to progress quicker then the time frame as listed above as long as it is assessed and communicated through the Family Systems Therapist. If Patty is no longer available to be the family systems therapist, the parties shall immediately mutually agree in writing to a new Family System Therapist. If the new Family Systems Therapist is not agreed upon by the parties, the parties shall submit three names to the Special Master and the Special Master shall decide. These time frames are all based upon the parties and children being healthy and available. The parties agree that the current Family Systems Therapist is Patty Martinez.
- e. Ryan is responsible for the cost of the Family Systems Therapist for the minor children and only for the time spent with the minor children (Ryan will not pay for meetings in which Rachel is present). If the parents meet with Patty separately they are each responsible for their own costs of the meeting, Ryan will pay for joint meetings between Ryan and Rachel. Any minor child visits that are more than bi-weekly need to have written approval from Ryan. Both

parties agree that when the children become adults Ryan's required obligation to pay for Family Systems Therapy shall terminate for that child.

13. The Parent-Time coordination between Taylor and Sydney shall be between Ryan and child(ren). Rachel and Ryan will coordinate Parent-Time with Millie once she is at Block G until the age of 16, at which time Ryan can coordinate directly with Millie.

14. **Special Master:** The parties agree that a Special Master will be appointed. The parties will work together on an Order appointing the Special Master. Spencer Ricks has been designated as the Special Master. If Mr. Ricks cannot continue serving as the Special Master, then both parties must agree in writing on a replacement. The parties may jointly decide in writing to dismiss the Special Master, if they believe a Special Master is no longer necessary.

15. Ryan shall be responsible for all costs associated with the Special Master, including the retainer. The Special Master may, in his discretion, reallocate future costs to Rachel if he determines that she has acted in contempt or that her requests are frivolous.

16. **Holidays:** The parties shall exercise holiday parent time as they agree or as established by the Special Master, or the Court. Once Parent-Time has resumed pursuant to UTAH CODE ANN. § 81-9-302, parties will follow the Holiday Scheduled outlined in UTAH CODE ANN. § 81-9-302.

17. **Summer/Extended Parent Time:** Rachel shall be entitled to two (2) weeks of uninterrupted Summer Parent-Time. Once the parties are exercising parent-time pursuant to UTAH CODE ANN. 81-9-302 Ryan shall be entitled to four (4) weeks of uninterrupted (2 weeks) and interrupted (2 weeks) Summer Parent-Time. On even years, Rachel shall designate

by May 1st what days she intends to exercise her Summer Parent-Time and Ryan shall designate by May 15th what days he intends to exercise his Summer Parent-Time. On odd years, Ryan shall designate by May 1st what days he intends to exercise his Summer Parent-Time and Rachel shall designate by May 15th her Summer Parent-Time. Failure by a party to timely designate Summer Parent-Time does not waive the right to exercise Summer Parent-Time, it merely means that the other party may designate their parent-time first.

18. **Transportation:** Unless otherwise specified herein, parent-time exchanges shall occur as agreed upon by the parties, or by pick-up or drop-off at school, and curbside at 9:00 AM when school is not in session. Until Ryan's Parent-Time has resumed pursuant to UTAH CODE ANN. § 81-9-302, Ryan shall pick up and drop off the minor children from Rachel's home or another written and agreed upon location. Once Parent-Time has resumed pursuant to UTAH CODE ANN. § 81-9-302, the party beginning his or her parent time shall pick up the children from the other parent's home. The parties shall cooperate and remain flexible regarding pick-up and delivery times, keeping in mind the importance of punctuality. If a parent is unavailable to transport the children, they may designate a suitable individual for the task. However, they must inform the other parent of this person's name and contact information prior to the pickup occurring.

19. **Out-of-State Travel:** If either party wishes to take the minor children outside the State of Utah overnight, they shall, if possible, inform the other party 7 days in advance. Additionally, they shall provide the travel itinerary and arrange for maintaining reasonable contact during the trip.

20. **Education Plan:** Rachel's current home address shall be designated as the primary residence of the children for purposes of identifying the appropriate school. The parties shall follow the Legal Custody provision above to make education decisions for the children if the parents cannot agree. If either party moves more than 60 miles from the children's current schools, the parties shall follow the joint legal decision-making process herein. If they cannot agree on a new parenting plan, the relocating parent must file a Petition to Modify and obtain court orders before moving the children.

21. **Education Expenses:** In addition to any child support obligation, both parties shall be equally responsible for any and all of the children's educational related expenses. Said expenses include, but are not limited to, enrollment fees, school supplies, any field trip expenses, school lunches (school sponsored lunches/lunches at the school), and any reasonable school-related activities. If the children are not receiving school sponsored lunches/lunches at school, Ryan will contribute \$100 per month towards school lunches during the school year defined as September 1-May 31. If the parties are each able to pay one-half of the costs at the outset of the school expense, they shall do so. Otherwise, the non-paying party shall reimburse the paying party within thirty (30) days of receiving written notice of the expense.

22. **Communication/Exchange of Information:** The children shall not be requested to carry messages between the parents. The parties shall communicate with each other via text or email, and by telephone when necessary. The parties shall share all information about the children regarding special events, homework assignments, parent/teacher meetings, report cards, medical events and prescriptions that the other parent may not have access to.

23. **Maintaining Contact:** Regardless which parent the children are with at any given time, the children shall be allowed to contact the other parent as frequently as they request.

24. **Relocation:** If either party intends to relocate, the parties shall follow the process outlined in UTAH CODE ANN. § 81-9-209.

25. **Extracurricular Expenses:** The parties shall equally divide the costs of agreed upon extracurricular expenses for the minor children in writing. If one party no longer agrees to the activity, they will provide written notice and they will no longer be responsible for the payment of the activity. However, they shall continue to pay for the ½ of the activity for 30 days after written notice. If an extracurricular activity that is not agreed upon interrupts the non-agreeing parent's parent-time, the non-agreeing parent will not be required to take the child to the extracurricular activity.

26. **Car Insurance and Vehicle Expenses for the Children:** Ryan shall pay ½ of the car insurance for the minor children. Ryan shall also pay for ½ of the maintenance costs (i.e. oil changes and tire replacement) for the Toyota Sequoia that the minor child(ren) drive. Ryan agrees to pay ½ of repairs for the Toyota Sequoia so long as it is agreed upon in writing in advance.

27. **Passports:** Rachel shall be responsible for renewing the children's passports and shall serve as the custodian of the passports. Ryan shall be permitted to obtain and use the passports as reasonably necessary for travel with the children. Rachel agrees to timely sign any paperwork allowing the international travel. Upon conclusion of such travel, Ryan shall promptly

return the passports to Rachel. Ryan shall be responsible for payment of one-half (½) of the costs associated with obtaining or renewing the children's passports.

28. **Disparaging Remarks:** Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging or disrespectful terms and shall prevent third parties, and the children from doing so as well.

29. **Special Considerations:**

- a. Both parents shall have access directly to all school reports including school reports and medical records.
- b. Both parents shall be listed as “emergency contacts” for medical emergencies with any school, daycare, or any other such providers.
- c. Both parents shall be allowed to access the children at school and shall be able to check the children out of school for any appropriate reason.
- d. The parties shall refrain from using any form of corporal punishment.
Additionally, they shall consult with each other if they encounter discipline issues and strive to create consistency in house rules and discipline techniques.
- e. The parties shall notify one another of any illness that the children have. They shall also keep one another informed of any medications prescribed for the children, as well as any scheduled appointments with medical, dental, or mental health professionals.
- f. Neither party shall enroll the children in services such as counseling without first notifying the other parent of the need for such a service and involving the other

parent in choosing the professional who shall see the children. If a party makes the first contact with such a professional, they shall provide that person with the name, address, and telephone number of the other parent.

- g. In the event of a medical emergency, each party shall make every effort to contact and consult with the other party but shall be entitled to make necessary decisions until both parties are available. Such efforts shall include every means at the party's disposal, including calls to work, home, and cell phone, as well as leaving messages at all such numbers, and at the homes of relatives in order to make sure the other parent knows about the medical emergency.
- h. Both parties shall refrain from involving the children in "divorce issues." Such issues include, but are not limited to, parent time disagreements; discussions about child support or financial hardships brought about by divorce; differences of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information regarding what occurs in one another's homes (other than general conversation); and involving the children as "messengers" between the parties.

30. **Violation of Parenting Plan:** If either parent fails to comply with a provision of this Parenting Plan, the other parent's obligations under the Parenting Plan or final Decree of Divorce shall not be affected.

END OF PARENTING PLAN

CHILD SUPPORT

31. Ryan shall pay Rachel \$8,355.00 per month in child support 30 days after the last payment of the temporary family support. For purposes of calculating child support, Ryan's income is \$79,199.00 per month and Rachel's income is \$1,260.00 per month. The child support calculation is based on a Sole Custody Worksheet and the Uniform Child Support Guidelines. The child support may be recalculated pursuant to the statute. Additionally, Ryan's severance package expires on April 1, 2027. Therefore, if the real property does not sell by March 1, 2027, the child support may be recalculated using Ryan and Rachel's current incomes at that time.

32. Each party shall report any change in income within ten (10) days of the change if the change results in a change in child support as defined by the Utah Child Support Guidelines

TEMPORARY FAMILY SUPPORT

33. Ryan shall pay to Rachel up to \$9,806.00 until the day the home sells, subject to any caveats listed herein, for Family Support. This number is in excess of the child support guidelines and Ryan's child support obligation will not commence until 30 days after the home sells.

- a. The agreement of Ryan paying up to \$9,806.00 in family support shall not be used against him nor shall it set a precedent if any future income imputation is necessary.
- b. Until the real property sells, the parties agree that Ryan will pay 100% of the mortgage, HELOC, and real property insurance. Rachel will be responsible for all other costs associated with the real property and her own personal spending.

- c. The first payment of temporary family support will start on or before January 5, 2026. Ryan will pay the first $\frac{1}{2}$ on or before the 5th of every month. Ryan will pay the second $\frac{1}{2}$ on or before the 20th of every month and will continue until the real property sells, subject to the below caveat.
- i. Ryan has already increased his temporary family support by his $\frac{1}{2}$ portion of the minor children's automobile insurance. On or before April 27, 2026, Rachel will provide the actual statement/verification of the automobile insurance premium amount paid both before and after adding the children to her policy prior to Ryan paying his $\frac{1}{2}$ share of the minor children's automobile insurance.
 - ii. In the event the real property does not sell by March 1st, 2027, which is also close to the time Ryan's severance package terminates, the parties agree they shall recalculate the family support monthly payment moving forward, up to \$9,806.00, using the parties' current incomes at that time, until the home sells. No other obligations or responsibilities outlined above shall be readdressed. Once the real property is sold, Ryan's obligation to pay the temporary family support obligations to Rachel automatically when the home is sold. Ryan's above listed child support obligation or modified child support obligation (if child support has been modified to reflect current incomes as of March 1st, 2027 due to a delay in the sale of the home) will become effective 30 days following the final

temporary family support payment (so long as the children are minors)
forever replacing the temporary family obligation support payments.

34. In the event the real property has not sold and the parties are unable to agree upon a recalculation of the family support, the family support Ryan pays to Rachel will be automatically decreased by $\frac{1}{2}$ until further agreement of the parties or court order. In the event parties are unable to resolve the matter, the parties shall employ a mediator, equally sharing the costs, to discuss the reduction of the family support.

MEDICAL AND DENTAL EXPENSES

35. Health-care for the minor children shall be governed by Utah Code Ann. §81-6-208, unless otherwise stated herein:

a. Rachel shall continue to maintain the children's health care insurance, unless Ryan can obtain health insurance for a lower cost. If both parties are able to obtain health care insurance, and agree to both maintain a policy for the children, they will each pay their own premiums for the insurance so long as the premiums are similar in price. If both parties carry insurance, Ryan's health care insurance plan shall be primary and Rachel's health care insurance shall be the secondary coverage for the dependent children. If a parent remarries and the dependent children are not covered by that parent's health care insurance plan but are covered by a step-parent's health care insurance plan, the plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

b. The parties shall share all reasonable and necessary uninsured health care expenses incurred for the Parties' minor children and actually paid by either parent, including deductibles and co-payments. Rachel shall be responsible for 50% of the costs and Ryan shall be responsible for 50% of the costs.

c. A parent who incurs medical or dental expenses for the Parties' minor children shall provide written verification of the cost and payment of medical and dental expenses to the other parent within thirty (30) days of incurring such expense. The other parent shall provide reimbursement within thirty (30) days following said notice. Pursuant to Utah Code §81-6-208, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

d. The parent who obtains health care insurance for the Parties' minor children shall provide verification of coverage to the other parent. The parent obtaining the insurance shall also notify the other parent of any change in insurance carrier, premium, or benefits within thirty (30) days of the date he or she first knew or should have known of the change.

e. The parties shall share all out-of-pocket costs of the insurance premium actually paid for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children in this case who are coverage by such policy. Rachel shall be responsible for 50% of the costs and Ryan shall be responsible for 50% of the costs.

36. Neither party is aware of any medical or dental bills for the children that remain unpaid. However, if there are any medical or dental bills for the children up to the date of separation on December 31, 2025, the parties will equally divide the unpaid amount of the bill. Thereafter, the parties will each be responsible for their own medical bills.

CHILD CARE EXPENSES

37. Parties do not anticipate that child care will be required, and a division is not necessary.

REAL PROPERTY

38. During the marriage, parties acquired real property located at 444 W 500 S Midway, UT (hereinafter "Marital Home").

39. Parties acquired the following parcel of real property: Parcel A 00-0021-3542, Ray Farm Rural Preservation, Midway, UT.

40. Ryan will execute a Warranty and/or Quit Claim Deed adding Rachel to the title on the home and parcel of land to effect her ownership of 50% of the marital home and parcel of real property. Ryan shall execute said Warranty and/or Quit Claim Deed by April 1, 2026.

41. Both the Marital Home and the parcel of land are presently listed for sale. From the sale of the marital home and land, the parties will pay the following prior to equally dividing the proceeds from the sale:

- a. Any other cost or encumbrances associated with the home including but not limited to the mortgage, HELOC, and all other costs/fees associated with selling the home including but not limited to outstanding contractors, sub-contractors or

any other construction liens/costs associated with the renovations of the property and/or home. Realtor fees and costs;

- b. Closing costs;
- c. 10% more than the approximate capital gains taxes as determined by an agreed upon accountant prior to the equity being divided. This money will be held in an interest-bearing account that neither party can touch/remove until March 31, of the year in which the capital gains taxes are paid so the proceeds can be distributed 50/50 to each party to pay the capital gains taxes. If there is money in excess of the capital gains paid, the remaining funds will be equally divided between the parties. If the capital gains taxes are not able to be reserved prior to the equity being divided, the parties shall equally divide the capital gains incurred from the sale;
 - i. Once the capital gains taxes are paid, both parties will provide to the other proof of payment of the capital gains taxes by April 15th of the tax year that includes the real property sale.

42. The parties shall equally divide the cost of repairs recommended by the realtor. Each party will pay their one-half of the costs. Presently the parties have held \$70,000 aside in an escrow account for repairs required for the sale of the home. Should the repairs be more, the parties will equally divide the additional costs. Should the repairs be less, the parties shall equally divide the amount remaining.

43. At the time of closing, parties shall equally divide the remaining proceeds from the sale.

44. Alimony. Ryan agrees to pay Rachel \$990,000 as a one-time, lump sum alimony payment. This payment will be made from Ryan's ½ of the equity from the sale of the home at the time of the sale. If Rachel has not received the lump sum alimony payment of \$990,000 and dissipation reimbursement of \$295,000.00 prior to when the home sells, Ryan's portion of the real property proceeds will be reduced by the remaining amount owed from the difference of the alimony payment and dissipation reimbursement he has paid up until the proceeds are distributed. Rachel agrees to forever waive any and all additional claims to alimony both now and in the future.

45. Until the marital home is sold, Ryan will pay the first mortgage, HELOC, and the home insurance each month.

- a. The parties shall continue to list the real property with their realtor. The parties shall follow the recommendations of the realtor, including listing and sales prices. The parties shall accept any offer that is within 20% of the existing listing price or any future listing price recommended by the realtor so long as the realtor recommends acceptance within the 20% reduction.

46. Ryan will contribute up to \$10,000 for Rachel's moving costs. Once Ryan is presented an invoice from Rachel that is given within 30 days of the expense being incurred, Ryan will pay the bill up to \$10,000 directly to the moving company

PERSONAL PROPERTY

47. All of the furniture in Ryan's apartment shall be awarded to him. All of furniture in the marital home shall be awarded to Rachel except as stated below. If the home is sold with the furniture, Rachel shall be entitled to the proceeds for the furniture. Presently the parties are under contract to sell the home with portions of the marital furniture being sold. A list and itemization of the furniture is attached as "*Exhibit B.*" Ryan agrees that Rachel can have an additional \$40,000 from the net equity to account for the furniture prior to a division of the equity in the home. The following exceptions shall be made:

- a. Ryan shall be awarded all of his personal belongings, including his inherited or family heirlooms, the BBQ smoker, all tools, the wood splitter, deer buck, Taylor acoustic guitar, and the painting of the homestead. He shall also be entitled to one-half of the remaining artwork in the home, as agreed upon by the parties. After Ryan selects the Homestead painting, Rachel shall select the next piece of artwork, and the parties shall alternate selections until all artwork has been divided.
- b. Rachel can keep all of her personal belongings and any inherited/family heirlooms, the riding lawn mower and ½ of the other artwork in the home except the Homestead painting.
- c. During the marriage, the parties purchased firearms. The firearms shall be equally divided within 30 days of the signing of the Stipulation. The parties agree that Ryan will keep the Winchester Rifle Rachel gave to him for Christmas and

this will not count in the equal division of the firearms. Ryan shall select the first firearm, then Rachel shall select the next firearm, until all of the firearms have been equally divided.

- d. During the marriage, Ryan purchased a burial plot near his mother. Ryan shall be entitled to the burial plot and shall pay to Rachel $\frac{1}{2}$ of the purchase price for the plot. Ryan shall make the payment to Rachel within 30 days of the signing of the Stipulation. Rachel shall cooperate and sign any documents necessary to ensure that the transfer has occurred.
 - e. The parties have pets that belong to the children. Rachel shall be entitled to the pets, namely three (3) dogs: Scout, Rainey, and Dutch; and three (3) cats: Kittles, Dakota, and Cho. Rachel shall be responsible for the care of the pets including any and all veterinary costs..
 - f. Rachel agrees to give Ryan a digital copy of all photos that are digitally stored by June 1, 2026.
48. The parties agree that Ryan will keep his 2016 Ford F350 and any and all equity and liabilities therein. The parties agree that Rachel will keep her 2021 Land Rover, 2008 Toyota Sequoia and any and all equity and liabilities therein.
49. The Prowler shall be sold and the proceeds equally divided. Rachel shall retain possession of the Prowler until it is sold. The Parties will both contribute 50% to the repairs necessary to fix the Prowler to get it sold. Rachel will take it to the local repair shop within 15

days of the signing of the Stipulation for repairs. Once fixed, she will list the Prowler for sale within 7 days of receiving it from the repair shop sell it for market value.

BANK AND FINANCIAL ACCOUNTS

50. The parties shall divide all bank or financial accounts as follows:
- a. Based upon stated balance during mediation on December 18, 2025, the parties agreed to divide their accounts. Ryan will be awarded, free and clear from any claim by Rachel the following accounts:
 - i. Bank of America ending 1824 –app. \$553.00;
 - ii. Chase ending 7333 – app. \$59,470.00;
 - iii. Fortis ending 1731 – app. \$11,537.00;
 - iv. Key Bank ending 0871 – app. \$27.00;
 - v. Ryan’s inherited MACU ending 7186;
 - vi. Wells Fargo ending 9410 – \$0.00
 - vii. And any other accounts in Ryan’s sole name.
 - b. Rachel will be awarded, free and clear from any claim by Ryan the following accounts:
 - i. America First Credit Union – app. \$27,822.00;
 - ii. And any other accounts in Rachel’s sole name.

RETIREMENT ACCOUNTS

51. The parties agree the retirement accounts will be divided as follows:

- a. Ryan will be awarded free and clear from any claim by Rachel the following accounts:
- iii. Ryan's Fidelity Discover/Capital One 401(k) – app. \$780,434.00;
 - iv. Fidelity, Roth IRA ending 6081 – app. \$263,131.00;
 - v. ½ of the Progressive Stock Grants;
 - vi. Fidelity Traditional IRA ending 5417 - \$2.00;
 - vii. ½ of the marital portion of (and the entirety of any premarital portion) Ryan's pension with Discover/Capital One;
 - viii. and any other accounts in his sole name.
- b. Rachel will be awarded free and clear from any claim by Ryan the following accounts:
- ix. Fidelity, PROG 401(k) ending 3278Y – app. \$743,159.00;
 - x. ½ of the marital portion of Ryan's pension with Discover/Capital One;
 - xi. Fidelity Roth IRA ending 5816 – app. \$207,635.00;
 - xii. Fidelity Traditional IRA ending 0038 – app. \$6,492.00;
 - xiii. ½ of the Progressive Stock Grants;
 - xiv. Merrill Lynch, Franklin Covey 401(k) – app. \$99,529.00;
 - xv. And any other accounts in her sole name.
- c. Rachel will employ an attorney to complete a QDRO attorney or other transfer order/paperwork for Ryan's Fidelity PROG 401(k) and ½ of Ryan's pension with Discover/Capital One. Rachel will pay all costs associated with the QDRO

without seeking reimbursement from Ryan. Ryan agrees to cooperate in good faith and in a timely manner with any and all paperwork necessary to effect this transfer.

52. Ryan holds stock options valued at approximately \$48,005 under his employer's equity compensation plan ("Stock Options"). The parties agree that the Stock Options shall be divided equally between them to the extent they are vested and exercisable under the governing plan terms. Ryan shall keep Rachel reasonably informed of the material terms, conditions, vesting schedule, and any applicable exercise or expiration deadlines associated with the Stock Options, including any blackout periods or required exercise windows imposed by the plan administrator. To the extent any portion of the Stock Options becomes exercisable during the division period, Ryan shall provide Rachel with timely written notice of the commencement and duration of any applicable exercise window, not less than ten (10) days prior to the expiration of such window, when practicable under the plan rules. Rachel shall have the right, but not the obligation, to exercise her allocated portion of any vested and exercisable Stock Options within the applicable timeframes. If Rachel elects not to exercise her portion, she shall notify Ryan in writing as soon as reasonably practicable, and in no event less than ten (10) days prior to the expiration of the applicable exercise window, if such notice period is available under the plan terms, so that Ryan may elect to exercise the options attributable to Rachel's share, if he chooses. In the event an exercise is not completed within the required timeframe, the unexercised Stock Options shall expire in accordance with the terms of the employer's equity compensation plan. If Rachel elects to exercise any of her vested options, she must provide Ryan written notice of the

quantity of shares she elects to exercise and from which vested options she wishes to exercise within 15 days prior to the desired execution date. Ryan has up to 5 days to exercise the options according to her written notice. When vested stock options are exercised, the proceeds are not taxed. If Rachel elects to exercise a portion or all of her vested stock options, Ryan will provide Rachel with the net proceeds of the sale after withholding 37% for federal taxes and 4.5% for Utah state taxes which he will be obligated to pay. Should the top federal tax bracket change, or should the Utah state tax rate change, the updated tax rates for the top tax bracket will be used for the year in which the vested options were exercised.

DEFERRED COMPENATION

53. The parties shall, with the below defined caveats, equally divide the net amount of Ryan's deferred compensation (received annually every October until or about October of 2029 or unless the plan is dissolved or otherwise extinguished by the company). If the home is not sold by September 1, 2026, the parties shall use Ryan's deferred compensation to pay for the property taxes associated with the real property. If the real property is not sold by September 1, 2027, the parties shall use Ryan's deferred compensation to pay for the property taxes associated with the home, and so on, yearly, until the home is sold.

- a. When the home is sold, the remaining $\frac{1}{2}$ of the net of the deferred compensation installments shall be made within 15 days after Ryan receives the deferred compensation payouts

BUSINESS ASSETS

54. The business Ray Farm shall be dissolved once the parties sell the assets associated with Ray Farm. The parties shall list the assets for sale within 15 days of signing the Stipulation. The parties shall equally split the proceeds from the sale of the assets.

TAXES

55. The parties filed their 2025 taxes separately. Each shall be responsible for their own obligations and liabilities and are entitled to the entire refund if applicable.

56. Ryan shall be allowed to claim T. R. and H.R. each year for state and federal tax purposes. Rachel shall be allowed to claim E.R. and S.R. each year for state and federal tax purposes. The parties will rotate claiming A.R. Ryan will claim A.R. in even years and Rachel will claim odd years. Both parties shall execute any necessary tax forms to enable either party to claim said children tax credit(s). Ryan's claim as the minor children's dependent/ children tax credits shall be conditioned upon his being current on all child support and all other financial obligations herein.

LIFE INSURANCE

57. The parties shall each be entitled to their own life insurance policies.

58. Ryan may opt to keep his own life insurance policy with Rachel listed as one of the beneficiaries of the life insurance policy on behalf of the parties' minor children up to the amount equivalent of his child support obligation, or he shall maintain a separate life insurance policy in an amount sufficient to continue his support obligations in the event of his untimely passing. Rachel shall be listed as one of the beneficiaries of said life insurance policy on behalf

of the Parties' minor children up to the amount equivalent of his child support obligation. Proof of said policy shall be provided to Rachel annually.

DEBTS AND OBLIGATIONS

59. The parties shall be responsible for their own debts, forever holding the other party harmless therefrom.

- a. Rachel is responsible for the AFCU Wells Fargo Credit Card, Nordstrom ending 2639, Chase ending 9182; Citi ending 0182; Barclays (Old Navy) ending 8053; Bank of America ending 8071.
- b. Ryan is responsible for the AMEX endings in 32000; and Vive.
- c. Ryan shall close the Wells Fargo account within 14 days of both parties signing the Stipulation or remove Rachel's access from all other accounts awarded to him. Any overdraft charges or monies owed to Wells Fargo due to Rachel's debt charges after the Stipulation is signed by the parties will be paid by Rachel. Rachel will sign whatever documentation is necessary to remove herself from the account and/or allow Ryan to close the account within 24 hours of receipt of whatever paperwork is necessary to effectuate the removal / closure of the account.

60. In addition, Rachel is not required to repay \$12,700.00 for Sage Accounting.

ATTORNEY FEES

61. Each party is solely responsible for their own attorney fees incurred in this matter and any additional attorney fees that may be incurred to finalize this matter.

PERSONAL CONDUCT

62. Both parties shall be permanently restrained from bothering, harassing, annoying, threatening, or harming the other at the other place of residence, employment or any other place. Both parties shall be civil and respectful in their communications with one another.

OTHER

63. **Maiden Name:** Rachel shall be restored to her maiden name, "Richmond," if and when she so desires.

64. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree of Divorce.

65. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

66. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

*****END OF DOCUMENT**

COURT SIGNATURE AND DATE APPEAR AT TOP OF FIRST PAGE***

APPROVED AS TO FORM:

Dated: May 8th, 2026

/s/ Aubrey Staples
AUBREY STAPLES
Attorney for Ryan Ray

**Electronically signed by
Joanie K. Low with permission
of Aubrey Staples*

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above Order was served by being emailed on the 1st day of May 2026 to the following parties. Notice of objections to this Order must be submitted to the Court and counsel within seven (7) days after service. Shall no objections to this Order be submitted to the Court and counsel within seven (7) days after service, this Order shall be presented to the Court for entry and signature.

AUBREY STAPLES
Attorney for Ryan Ray

JR LAW GROUP, PLLC

/s/ Joanie K. Low

Joanie K. Low

Attorney for Rachel Ray

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of May 2026, I caused a true and correct copy of the foregoing proposed **DECREE OF DIVORCE** to be served on each of the following by the method indicated below:

E-MAIL:

NONIE FERGUSON
AUBREY STAPLES
*Attorneys for Ryan J. Ray –
Respondent*

JR LAW GROUP, PLLC

/s/ Owen Kendall

OWEN KENDALL

Paralegal for JR Law Group, PLLC