

The Order of the Court is stated below:

Dated: June 18, 2026
09:37:04 AM

/s/ DENISE M PORTER
District Court Judge



JASON M. WHITE, NO. 12277
DANIEL B. EYRE, NO. 17207
RANDALEE WHITE, NO. 61028 (LPP)
3610 N. University Avenue, Suite 275
Provo, Utah 84604
Telephone: (801) 477-1546
Fax: (801) 228-2402
jwhite@jasonwhitelaw.com

Attorneys for Rusty Gregory

IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH
137 N. Freedom Boulevard, Provo, Utah 84601

In the Matter of the Marriage of

RUSTY GREGORY,
Petitioner,

and

KATHLEEN GREGORY,
Respondent.

DIVORCE DECREE

Case No. 254402926
Judge Denise Porter
Commissioner Marla Snow

IN THIS MATTER, the parties have signed a Stipulation for Divorce consenting to the entry of a Decree of Divorce consistent with the terms set forth in the Stipulation. The Court, having reviewed the pleadings and the *Stipulation for Divorce*, finds that the Court has jurisdiction to enter a Decree of Divorce. The Court, having found and entered its *Findings of Fact and Conclusions of Law*, and being otherwise fully advised, and for good cause appearing, it is hereby **ORDERED ADJUDGED, AND DECREED** that:

The parties are granted a divorce on the grounds of irreconcilable differences pursuant to Utah Code Ann. §81-4-405(1)(h).

1. **Residency.** Rusty is a bona fide resident of Utah County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.

2. **Marriage.** The parties married on December 21, 2006, in Salt Lake City, State of Utah. The parties are currently married.

3. **Divorce.** The marriage contract that existed between the parties is permanently dissolved and the parties are hereby divorced.

4. **Children.** There are 3 minor children of this marriage: A.G. (born in April 2009); B.G. (born in May 2012); and B.G. (born in October 2014) (the "Children").

5. **Legal Custody & Parenting Plan.** Both parties shall be awarded joint legal custody of the minor children and use the terms herein as a parenting plan and be bound to abide thereby.

6. **Information Sharing.** Both parties are entitled to direct access to all of the children's records without limitation. Both parties will be listed as parents and basic contact information provided to all third parties who interact with the children (medical, school, therapeutic, religious, childcare, etc.). The parties will provide each other with the names and telephone numbers or emails of persons who work with the children so that each party can initiate their own relationship with these people (teachers, medical providers, therapists, coaches, etc.). The parties will keep each other informed and give notice to the other parent of the

activities and appointments of the children. The parents will notify each other of any special events involving the children such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible and participate fully. Mother does not currently have the school login information for A.G., and Father will provide that information to Mother upon request.

7. **Decisions.** Minor and day-to-day decisions and emergency medical decisions will be made by the parent exercising parent time. The parties shall have a good-faith discussion on all major decisions in the children's life prior to a decision being made regarding health, safety, religion, and education.

8. **Dispute Resolution.** If the parties disagree on a major decision regarding the children, the parties will first consult with an appropriate professional or relevant individual about the issue-doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, then the parties will promptly submit the matter to mediation. If mediation does not resolve the issue, then either party may file a motion in court and schedule a hearing, and the court will decide the issue using the standard of the best interest of the child.

9. **Educational Plan.** Both parents shall have access to the children during school and authority to check the children out of school on his or her custodial days. The parties will obtain separate passwords for any school website so each can access events and schoolwork online. The party with the minor children in his/her care will be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time. A.G. will remain in school at Mountain View High School until graduation expected in May 2027. The Father will remain living in the Orem area through at least May 2027. The two

youngest children will continue to attend their current schools and the appropriate feeder schools in Spanish Fork.

10. **Contact Information.** The parties will keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change.

11. **Communication between Parents.** All communication between the parties shall be civil in nature. Medical emergencies shall be communicated immediately to the other parent by whatever means possible to reasonably alert the other to the situation as soon as possible.

12. **Communication with Children.** Communication between a parent and the children (phone, Facetime, texting and other forms of electronic communication) shall be at reasonable hours, for a reasonable duration, and shall be unmonitored. If the children are not available when a parent calls, then the party with parent time will initiate or have the children initiate return contact as soon as possible. The children may initiate contact with either parent at any reasonable times and durations. Either parent may make reasonable house rules regarding electronics in his or her home and during his or her parent time.

13. **Travel.** When the minor children are traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) travel dates; (b) destinations; (c) places where the children or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the children's location. See Utah Code §81-9-202(19). Father will hold the passport for A.G., and Mother will hold the passport for the 2 youngest children. The parties will cooperate in exchanging passports as needed for international travel and to obtain required government permissions with each other for such travel.

14. **Physical Custody.** Currently, the Father lives in Vineyard and has primary physical custody of the A.G. child. Currently, the Mother lives in Spanish Fork and has primary physical custody of the two younger children. The parties are awarded joint physical custody of the children as follows:

- a. **Next 8 weeks.** From the date of this agreement through the end of May 2026, the parties will have 1 overnight per week where A.G. will go to the Mother's home, and the younger children will go to the Father's home. The first visit will take place from the first Saturday afternoon after this agreement is signed to Sunday the next day.
- b. **June 2026.** Effective the weekend of June 5, 2026, the parties will have joint physical custody with the Mother having parent time with A.G. consistent with Utah Code §81-9-303, and the Father having parent time with the 2 youngest consistent with Utah Code §81-9-303. Until both parties agree, the children will exercise all parent time on opposite schedules (not together). The parties elect Thursdays as the mid-week overnight.
- c. **Joint Parenting.** Joint physical custody is based on the assumption that both parties will be highly involved in the children's lives, school, and appointments, as more fully outlined in the next paragraph.
- d. **Presumption.** If the Father is able to fulfill the following benchmarks, the Father will transition to equal parent time in June 2028:
 - (1) The Father will exercise at least 90% of the parent time to which he is awarded.

- (2) The Father will ensure on his custody days that school and homework of the child(ren) have their homework completed and are being taken to/from school on time.
- (3) The youngest has suitable privacy in the Father's home-her own room.
- (4) The Father will take the child(ren) to half of the children's appointments (medical, dental, therapy, etc) and attend at least half of the school appointments such as 504 meetings and parent-teacher conferences.
- (5) The Father participates in at least one-half of the existing neighborhood carpooling (this will only be expected after June 2027).
- (6) If the Mother believes the Father has not reached the benchmarks, she will file a motion with the court commissioner.

15. **Holiday Parent Time**. Holidays shall be as the parties may agree. If the parties are unable to agree, the parties will use holiday schedule in Utah Code §81-9-303 summarized as follows:

Holiday	Holiday Time Period Utah Code 81-9-303	DAD	MOM
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President's Day	(1) Holiday begins Friday at:	Even	Odd

	(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	years	years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Mom Every Year	Mom Every Year
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Dad Every Year	Dad Every Year
Juneteenth	Not Exercised as a Holiday		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years

Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Columbus Day	Not Exercised as a Holiday		
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	Not Exercised as a Holiday		
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving	Even years	Odd years

	if there is no school.		
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

16. **Summer Parent Time.** Extended parent time during the summer will be pursuant to Utah Code §81-9-303. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended summer parent-time as follows:

- a. Priority in odd-numbered years. the Mother shall provide notice to the Father by May 1, and the Father shall provide notice to the Mother by May 15; and
- b. Priority in even-numbered years. the Father parent shall provide notice to the Mother by May 1 and the Mother shall provide notice to the Father by May 15.
- c. Failure to Timely Comply. If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

- d. First to Comply has Priority. If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

17. **Exchanges**. The parties will share transportation for parent time exchanges as the parties may hereafter agree. If the parties are unable to agree, the exchanges will be school-to-school or by the receiving parent, if school is not in session. The “receiving parent” is the parent who is beginning parent time. The parties understand that A.G. is allowed to drive himself for parent-time exchanges.

18. **Moves**. If a party intends to relocate the children more than 50 miles or more from the residence of the other parent, the relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent. See Utah Code §81-9-209.

19. **Mutual Restraining Orders re Children**.

- a. Disparaging. Both parties shall be restrained from demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent in the presence of the minor children. As used in this subparagraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.
- b. Mutual Respect. The parties shall be supportive and respectful of the other parent in the presence of the minor children.
- c. No Involvement in Legal Case. Both parties are restrained from discussing any legal or financial issues in this case with the children.

- d. Not Use Children as Messengers. The parties will not use the children to send messages to the other about parent time arrangements, parent time adjustments, or related to financial issues, but will discuss such issues directly with one another and outside the presence and hearing of the children.
- e. Undue Influence. Both parties are restrained from attempting to influence the children's preference regarding custody or parent time.
- f. Interrogation. Neither parent shall question, interrogate or "pump," the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money.
- g. Corporal Punishment. Neither party shall use corporal punishment as a form of discipline on the children.
- h. Harassment and Abuse. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children, or from committing any domestic violence or abuse against the other party or the minor children.
- i. Substance Abuse. Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 12 hours prior to or during parent time with the children.
- j. Third Parties. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these subparagraphs and shall have the affirmative duty to use his or her best efforts

to prevent third parties from such violations or shall remove the children from such circumstances.

20. **Child Support.** The Mother is employed part time but agrees to be imputed gross income of \$2,600 per month for child support purposes only. The Father is employed and earns approximately \$17,496 gross per month. Effective May 1, 2026, child support is awarded to the Mother from the Father in the amount of \$1,499 per month pursuant to the child support guidelines. Child support is due one-half by the 5th and one-half by the 20th of each month.

21. **Family Expenses.** The parties are currently sharing all funds in joint accounts. The parties will continue to pay all ordinary family expenses jointly and pay off the parties' credit cards to \$0 like they normally do each month through April 30, 2026. Then, effective May 1, 2026, child support and alimony starts and each will begin to pay his and her own expenses related to their two residences and their separate personal expenses.

22. **Childcare.** If childcare is needed, each parent will be responsible for any and all costs of childcare during his or her respective parent time, without the right of reimbursement from the other.

23. **First Right.** Each parent will have the first right to provide care for the children over any other third party if the parent responsible for the children is not available for a period of overnight or longer during their parent time. The parent exercising the first right must be personally available, willing to provide the transportation, and shall return the children when the other becomes available.

24. **Medical and Dental Insurance and Premiums.** One or both parents shall provide health care coverage for the medical expenses of their minor children if such coverage is

available to a parent at a reasonable cost. The parent who can secure the best coverage at the most reasonable cost should do so. Currently, the Father is providing medical insurance. Each parent shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the children's portion of insurance. See Utah Code §81-6-208. If, in the future, any child is covered by both parents (or the insurance plan of a future spouse), the coverage of the Mother shall be primary, and the coverage of the Father will be secondary. If the children are covered by the insurance of both parties, each parent will pay for the cost of his or her own plan without reimbursement from the other.

25. **Medical Out-of-Pocket Costs.** Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical, dental, mental health, and orthodontia expenses incurred for the children, including deductibles and copayments. A parent who incurs such medical expenses for the minor children, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. See Utah Code §81-6-208.

26. **HSA Account.** Rusty has a Health Saving Account ("HSA"). He will provide Kathleen verification of the balance in the account as of April 7, 2026, and Rusty will pay Kathleen 1/2 of the account balance from his share of the funds to be divided on April 30th.

27. **Division of Accounts.** When a parent is arranging for and making payment for medical, school, childcare or other activities, the parent will request that the provider create

separate accounts for each party to pay their respective half of the costs separately. See Utah Code §15-4-6.7.

28. **Extracurricular Expenses.** Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment, and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the children attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the children attend during his or her parent time.

29. **School Expenses.** Each party shall pay fifty percent (50%) of any required out-of-pocket public-school expenses for the minor children incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment and shall be reimbursed by the other party within thirty (30) days of receipt of documents of verification.

30. **Divorce Education Classes.** If either party has not taken the required divorce classes, he or she will do so within 30 days and provide proof to the other party and to the court.

31. **Taxes.** The parties shall file separate tax returns for the 2026 tax year, and thereafter.

- a. When there is an odd-number of children eligible to be claimed for a particular tax year, then the Father will claim the oldest minor child on his tax returns for the even-numbered tax years, and the Mother will claim the oldest minor child on her tax returns for the odd-numbered tax years. When there is an even number of children eligible to be claimed on the tax returns for a particular tax year, then the parties will each claim an equal number of children on his/her returns for that tax year.
- b. A party's right to claim any children on the tax returns for any particular tax year is subject to being current on all children support obligations by December 31st of the particular tax year. A party's right to claim any child on any tax return for any particular tax year is subject to a party receiving a tax benefit in a particular tax year. If a party cannot claim a child on his/her tax return for a particular tax year, then the other party is automatically entitled to claim the child on his/her return for that year. See Utah Code §81-6-210.

32. **Alimony.** Effective May 1, 2026, Rusty shall pay Kathleen alimony of \$3,826 per month. Alimony support shall be paid one-half by the 5th and one-half by the 20th of each month. Alimony shall automatically and permanently terminate (1) after 9 years and 6 months, (2) upon the remarriage of Kathleen, (3) upon the cohabitation of Kathleen with another person, or (4) upon the death of either party, whichever occurs first.

33. **Life Insurance.** Rusty will keep life insurance with the children designated as the beneficiaries for at least 50% of the face value of the current policy (to be held in trust for their needs and living expenses) for the duration of him having a child support or alimony obligation.

34. **Real Property.** The parties acquired a home and real property located at 226 South 950 West, Spanish Fork, Utah. This property is awarded solely to Kathleen, subject to the following provisions:

- a. **Refinance Opportunity.** Kathleen will be granted an opportunity to remove the mortgage out of Rusty's name, by refinance or otherwise, if able to do so by April 1, 2027 and pay Rusty \$170,679 for his half of the equity in the marital home. If Kathleen decides not to refinance the home, she will give Rusty notice that she cannot or does not want to refinance the property.
- b. **Backup Plan.** If Kathleen is unable to remove the mortgage out of Rusty's name and pay Rusty his home equity by April 1, 2027 or gives Rusty notice that she cannot or does not want to do so, then Rusty will be granted an opportunity to remove the mortgage out of Kathleen's name (if applicable), by refinance or otherwise, if able to do so within 60 days and pay Kathleen \$170,679 for her half of the equity in the marital home. If he successfully refinances the home and pays Kathleen her equity above, then she will move out of the home within 30 days of her receiving payment.
- c. **If Sale.** If neither party is willing or able to refinance the home and pay the other the home equity due above, and by the due dates above, the property shall be listed for sale on the earlier of either (1) 60 days of Kathleen giving Rusty notice that she cannot or does not want to refinance the home or (2) by June 2, 2027 by an agreed-upon realtor. Unless the parties agree otherwise, the property shall be sold "as is." Both parties are to keep each other informed of

all offers on the property, and both shall be able to communicate with the sales agent. Both parties will comply with all reasonable requests made by the sales agent in the marketing and sale of the home.

- d. Sale Proceeds. When sold, the proceeds of the sale shall be applied as follows:
(1) pay expenses and costs of sale; (2) pay off any and all mortgages on the property; and, (3) the balance remaining thereafter to be divided equally between the parties.
- e. Pending Refinance/Sale. Pending the potential refinance of the property, Kathleen shall have exclusive use and possession of the real property and will be responsible for the mortgages, utilities, and any and all other monthly expenses related to this property and shall be responsible for its routine maintenance and upkeep. Prior to May 1, 2026, the parties will make all the payments as they have been doing from their joint funds.
- f. If the home is to be sold, if there are extraordinary and unexpected repairs needed for the home to perform in its normal operation that are not the fault of either party, the parties will equally share the cost of such repairs, but only after agreeing what is necessary to repair (this issue is reserved for court decision if disputed).

35. **Vehicles**. Kathleen is awarded the 2025 Hyundai Tucson along with any associated debt, insurance, and expenses relating thereto. Rusty is awarded the 2016 Dodge Ram, the 2011 Toyota Sienna, and the 2003 Bayliner boat, along with any associated debt, insurance, and expenses relating thereto.

36. **Personal Property.** All other personal property not otherwise distributed herein shall be distributed as the parties may hereafter agree. The parties will make a good faith effort to get a personal property division settled upon within 90 days from the date of this agreement. If the parties are unable to agree to a property division of items not otherwise distributed herein, the parties will submit the matter to mediation before seeking court assistance.

37. **Bank Accounts.** The parties will equally divide all bank and investment and stock account balances as of the end of the business day on April 30, 2026-these include all such accounts whether in joint or separate names. The joint accounts shall be closed as soon as possible. After all the balances in the accounts are divided, each party is awarded any bank accounts in his or her sole name as his or her separate property, free and clear of any claim of the other.

38. **Debts.** There are no known joint debts that are not already distributed above. Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear. Each party will hold the other harmless on the debts ordered to be paid by him or her.

39. **Retirement Accounts.** Any and all retirement, 401k, IRA, or any other retirement-like plans, benefits, or accounts shall be divided as follows:

Retirement	Approximate Amount	Disposition
Fidelity Roth 401k Rusty	\$ 205,841	Equally, with a QDRO if necessary
Fidelity Rollover IRA Rusty	\$ 412	Equally
Altruist IRAs Rusty	\$ 47,878	Equally
DMBA Pension Rusty PV	\$ 19,202	Equally with a QDRO, Woodward formula
Fidelity Traditional IRA Kathy	\$ 286	Equally

Vanguard IRA Retirement Kathy	\$ 8,873	Equally
-------------------------------	----------	---------

Each party represents that there are no other retirement-type accounts other than that listed above. Both parties represent that they have not withdrawn any funds from any retirement-type account in the last year. The parties are restrained from withdrawing funds prior to the funds being divided. The valuation date for all divisions will be the date of the decree. "Equally" above means 50% to each party as of the date of the decree, plus or minus gains and losses through the segregation date. The parties will use UtahQDRO.com or another provider to draft the QDROs necessary to divide the 2 accounts marked above, with each party paying 1/2 of the fees for such.

40. **Documentation Cooperation.** Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.

41. **Mediation.** Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be scheduled promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

42. **Attorney Fees.** Each party will pay his or her respective attorney fees and costs incurred.

43. **Final Documents.** The parties agree to not submit a final decree to the court until after June 2, 2026 so that Kathleen can remain on Rusty's medical insurance until after the date of the entry of the decree of divorce.

[ORDER IS SIGNED WHEN ELECTRONICALLY STAMPED BY THE COURT ON THE FIRST PAGE]

APPROVED AS TO FORM:

/s/ Tim Brown

TIM BROWN

Attorney for Respondent

Signed with permission from email dated 5/29/26

CERTIFICATE OF SERVICE

I certify that I caused a true and correct copy of the foregoing Divorce Decree to be served this 28th day of May 2026, by the method(s) indicated below, to the following:

Tim Brown
Attorney for Respondent
tbrown@moodybrown.com

Sent via:
☐ U.S. Mail
☐ Hand Delivered
☒ Email
☐ Electronic Filing

/s/ Bonnie Wilkins
BONNIE WILKINS
Legal Assistant