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**DISTRICT COURT OF THE STATE OF UTAH
FOURTH JUDICIAL DISTRICT
UTAH COUNTY**

IN THE MATTER OF THE MARRIAGE OF: HUNTER MATTHEW MILLER, Petitioner, And ELISE MILLER, Respondent.	DECREE OF DIVORCE Case Number: 264400727 Judge: Tony F. Graf, Jr. Commissioner: Marla Snow
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The above-entitled matter has been presented to the Court. Petitioner is represented by attorney John S. Larsen. Respondent is represented by attorney David Pedrazas. Upon the Stipulation and Findings of Fact and Conclusions of Law, the court therefore enters this Decree of Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby:

ORDERED, ADJUDGED AND DECREED:

JURISDICTION AND VENUE

- 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.
- Marriage Information.** Hunter and Elise were married on April 30, 2016, and are currently married. The parties separated on March 4, 2026.

3. **Grounds for Divorce.** During the course of this marriage, the parties have experienced irreconcilable differences, making continuation of the marriage relationship impossible. A Decree of Divorce should be entered, dissolving the bonds of matrimony.

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

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

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

7. **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.

8. **Child Support Jurisdiction.** This Court has jurisdiction to enter child support orders, pursuant to Utah Code §§78B-12-102 et seq. (Utah Child Support Act) and Utah Code §§78B-14-101 et seq. (Utah Uniform Interstate Family Support Act).

CHILDREN

9. **Minor Children.** The parties have three (3) children in common as follows:

Minor Children's Initials	Month & Year of Birth
L.H.M.	April 2017
H.M.M.	May 2019
E.E.M.	December 2021

10. **Custody.** The parties shall share joint legal and physical custody, with Elise having primary physical custody, of the minor children subject to the parent time schedule found herein.

11. **Parent-Time.** Hunter's parent-time shall be as the parties agree. If the parties are unable to agree, Hunter shall receive 111 overnights each year with the children as follows:

a. Midweek Parent-time. Hunter shall have a midweek visit with the children every other Thursday beginning from the time they are released from school, or at 5:00 p.m., until Friday morning by delivering the children to school, or at 9:00 a.m. if the children are not in school.

b. Weekend Parent-time. Hunter shall have weekend parent time with the children every other weekend, on the weeks when he does not have a midweek visit, beginning Friday from the time they are released from school, or at 5:00 p.m., until Monday morning by delivering the children to school, or at 9:00 a.m. if the children are not in school.

c. Holiday Parent-Time. Holiday parent-time shall be as the parties may agree in writing. If the parties cannot agree, then the parties shall follow the holiday parent-time schedule forth in Utah Code Ann. §81-9-303, or as may be amended, with the exception that the parties will not celebrate Juneteenth for the purposes of holiday parent-time. The following table set forth below is for the convenience of the parties, which takes precedence over regular parent-time. If there is a conflict between the table below and the statute, then the statute shall control.

Holiday	Description	Hunter's Years	Elise's Years
MLK Day:	Pick up after school on last day before holiday – Drop off first morning back to school.	Odd	Even

President's Day:	Pick up after school on last day before holiday – Drop off first morning back to school.	Even	Odd
Spring Break:	Pick up after school on last day before holiday – Drop off first morning back to school.	Odd	Even
Memorial Day:	Pick up after school on last day before holiday – Drop off first morning back to school.	Even	Odd
Juneteenth	Not observed	n/a	n/a
July 4 th :	5:30 PM July 3 rd – 8:30 PM on July 5 th	Odd	Even
July 24 th :	5:30 PM July 23 rd – 8:30 PM on July 25 th	Even	Odd
Labor Day:	Pick up after school on last day before holiday – Drop off first morning back to school.	Odd	Even
Fall Break (UAE):	Pick up after school on last day before holiday – Drop off first morning back to school.	Odd	Even
Halloween:	If school day: end of school – 8:30 PM. If weekend: 3:00 PM – 8:30 PM	Even	Odd
Thanksgiving:	Pick up after school on last day before holiday – Drop off first morning back to school.	Even	Odd
Christmas Break (1 st Portion)	Pick up after school on last day before holiday until 8:30 PM in December 27	Odd	Even
Christmas Break (2 nd Portion)	8:30 PM on December 27 until drop off the first day of school after the break ends.	Even	Odd
Child's Birthday (actual day)	3 PM – 8:30 PM	Even	Odd
Child's Birthday (day before or after)	3 PM – 8:30 PM either the day before or day after the child's birthday.	Odd	Even
Mother's Day	5:30 PM the day before the holiday – 8:30 PM on Mother's day	Never	Always
Father's Day	5:30 PM the day before the holiday – 8:30 PM on Father's day	Always	Never

d. Summer Parent-Time. Each parent is entitled to two (2) weeks of uninterrupted summer parent-time during the summer months, when school is not in session. Hunter shall be awarded an additional two weeks of interrupted parent time. In calendar years ending in an even number, Hunter shall notify Elise in writing of the dates he will be exercising his summer parent-time by May 1st and Elise shall notify Hunter in writing of the dates she will be exercising her summer parent-time by May 15th. In calendar years ending in an odd number, Elise shall notify Hunter in writing of the dates she will be exercising her summer parent-time by May 1st

and Hunter shall notify Elise in writing of the dates he will be exercising his summer parent-time by May 15th. If the party with first option doesn't provide written notice by May 1st, the other parent shall be entitled to first option. The summer parent-time cannot interfere with the other parent's holiday parent-time, unless otherwise agreed upon in writing.

12. **First Right of Refusal.** Each parent shall have first option to provide care for the minor children over any other third party if the parent responsible for the minor children is not otherwise personally available for a period of four (4) hours or longer during their custodial time and the other parent is personally available and willing to provide the care and the transportation. The parties understand that this "right" is not triggered if the parent caring for the children chooses to transfer his/her time to any other third party so long as that parent is otherwise available to personally care for the children. Each parent shall notify the other parent of the name and contact information of all surrogate care providers, and let the other parent know of when surrogate care is provided.

13. **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 first right of refusal shall provide the transportation both directions.

b. Parent-time exchanges shall occur at the minor children's school when school is in session if possible. When school is not in session or when doing exchanges at school is not possible, the party beginning parent-time shall provide the transportation for the parent-time exchange, which shall occur at the other parent's residence.

14. **Parenting and Educational Plan.** The parties shall adopt the following Parenting and Educational Plan provisions:

a. Elise's home shall be designated as the home residence for purposes of identifying the appropriate school for the children. However, the parties understand and agree that sharing joint physical custody requires that they live within a reasonable distance of one another.

b. 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. 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;

c. The parties shall each obtain their own information regarding the minor children's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information;

d. The parties shall notify the other parent of injury or illness as soon as reasonably possible involving the minor children;

e. 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;

f. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor children;

g. Neither party shall use corporal punishment towards the children. Corporal punishment for purposes of this order shall mean any form of physical contact during disciplinary actions.

h. 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;

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

j. 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;

k. 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;

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

m. The parties shall limit screen time to a maximum of 2 hours per/day. They are not to be left using tablets or playing video games in their rooms, common area use only.

n. 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;

o. Each parent should 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;

p. The parties shall will not put the minor children in the middle of their disputes;

q. The parties shall 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;

r. The minor children shall not be used as messengers between the parents;

s. The parties shall maintain safe and appropriate sleeping and living accommodations for the minor children;

t. Each party shall have adequate clothing for the minor children at his/her residence;

u. Neither parent shall question the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money;

v. The parties will not ask the children to keep secrets from the other parent;

w. Each parent shall be supportive and respectful of the other parent in the presence of the minor children;

x. 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;

y. 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;

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

aa. 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,

bb. 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, they shall meet with an expert in the field of the dispute. After meeting with an expert in the field of the dispute, if the parties are still unable to agree, they will schedule and attend mediation, with each party paying one-half the cost of the

mediation. If the parties are unable to reach an agreement through mediation, Elise shall have final decision-making authority, subject to Hunter's right to seek court intervention. However, if time is of the essence, the parties shall not be required to participate in mediation before a decision is made.

cc. Neither parent shall permit the children to be in the presence of any person, including either parent, who is abusing alcohol or prescription drugs, using illegal drugs, or vaping or smoking while the children are present. Neither party shall operate a motor vehicle with the children while under the influence of alcohol or any impairing substance. The children shall not be left in the care of any individual under the influence of alcohol or drugs.

cc. Neither parent shall permit the children to be around or have access to any firearms or dangerous tools. These items must be kept secure, locked up, and out of reach. The children are permitted to use firearms so long as they are supervised by a parent or other responsible adult until they reach the age of 16, or as the parties can agree otherwise in writing.

15. **Divorce Education and Orientation Class.** The parties shall each complete the Divorce Education and Orientation Class as required by the State of Utah within fourteen (14) days of the signing of the Stipulation, if they have not already done so and shall provide one another with a copy of the certificate of completion of the class.

16. **Child Support.** Hunter's gross monthly income is \$5,616.53. Elise's gross monthly income is \$2,773.00. Based on the joint custody child support calculation worksheet for three (3) minor children, awarding Hunter 111 overnights with the children each year and Elise

254 overnights with the children each year, Hunter will pay Elise \$1,103 each month for the use and benefit of the minor children beginning June 1, 2026.

17. Child support is paid for each child until he/she “emancipates” by reaching the age of 18 and graduating from high school with his/her expected graduation class. Once each child has emancipated, child support will be automatically recalculated and the new amount of child support, based on the parties’ current incomes at that time and the amount of minor children still existing, will be owed the month following the child’s emancipation.

18. **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, unless the parties mutually agree otherwise in writing.

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'.

19. **Medical/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.

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. If, at any point in time, the dependent minor children are covered by the health, hospital, or dental insurance plans of both parents, Hunter's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor children and Elise'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.

20. **School Registration and Fees.** The parties will 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.

21. **Collection and Billing for Expenses of Minor Children.** Pursuant to Utah Code §15-4-6.7, collection and billing pursuant to court or administrative order of child support:

1. When a court enters an order that provides for the payment of medical and dental expenses of a minor child under Section 30-3-5, 30-4-3, or 78B-12-111, or an administrative order under Section 62A-11-326, a provider who receives a copy of the order:

a. at or before the time the provider renders medical or dental services to the minor child shall, upon request from either parent, separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

b. within 30 days after the day on which the provider renders the medical or dental service, may not:

(i) make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or

(ii) 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 medical and dental expenses that the parent is required to pay under the order.

2 a. When a court enters an order that provides for the payment of school fees of a minor child under Section 30-3-5 or 30-4-3:

(i) a provider who receives a copy of the order before the day on which the provider first issues a bill for a school fee shall, upon request from either parent, separately bill each parent for the share of the school fee that the parent is required to pay under the order;

(ii) 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; and

(iii) each parent is liable only for the share of the school fee that the parent is required to pay under the order.

b. A provider may bill a parent for the parent's share of a minor child's school fee under an order described in Subsection (2)(a) regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the minor child's school fee.

22. **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.

23. **Tax Return/Tax Benefits.** The parties have filed a joint tax return for the 2025 tax year. Hunter is awarded the proceeds from the tax returns for the 2025 tax year. For the 2026 tax year, Elise shall claim the minor children for tax benefit purposes related to filing federal and state tax returns and be awarded the entire return amount for the 2026 tax year for her individual filing. Beginning with the 2027 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. While there are three (3) minor children, Hunter shall be entitled to claim L.H.M. each year on his personal taxes and Elise shall be entitled to claim H.M.M. each year on her personal taxes. The parties will rotate claiming E.E.M. each year with Hunter claiming in years ending in an odd number and Elise claiming in years ending in an even number.

b. When there are two (2) minor children, Hunter shall be entitled to claim E.E.M. each year on his personal taxes and Elise shall be entitled to claim H.M.M. each year on her personal taxes.

c. At such time as there is only one minor child, the parties shall alternate claiming E.E.M. each year with Hunter claiming in years ending in an odd number and Elise claiming in years ending in an even number.

d. 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.

e. Hunter's right to claim any of the children in any given year is contingent on him being current with his child support payments by the last day of the year in which he is scheduled to claim a child on his personal taxes.

MEDICAL INSURANCE

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

ALIMONY

25. Given the disparity in the party's incomes, Hunter shall pay Elise \$500.00 each month in alimony for a period of twelve (12) months beginning June 1, 2026. After the stated twelve (12) month period, Hunter will then pay Elise \$250.00 per month for the subsequent forty-eight (48) months. Alimony will cease upon the expiration of the stated time period, Elise's remarriage or Elise's cohabitation as defined by law, whichever occurs first.

ASSETS

26. **Real Property.** During the marriage, the parties did not acquire a home or any other piece of real property.

27. **Vehicles.** The parties acquired vehicles during the marriage, which shall be awarded as follows:

<i>Vehicle Description</i>	<i>Awarded to:</i>
2013 Honda Pilot	Elise
2019 Ford Expedition	Hunter
2023 Tesla Model Y	Hunter

a. The parties will cooperate in signing the title(s) on the vehicle(s) the other party is awarded within thirty (30) days from the date this decree of divorce is entered by the court.

b. With the exception of the Ford Expedition debt (listed below), each party will be responsible for the debt, maintenance and insurance on the vehicle(s) he/she is awarded, holding the other harmless therefrom.

28. **Personal Property.** The parties acquired personal property during the marriage. Each party is awarded their items of personal property and effects and any item of personal property acquired after the parties separated. The parties shall work together to make an equitable distribution of all items of marital property. If there is a dispute over any item of marital property, the parties will schedule and attend mediation before submitting the issue to the court. The parties agree to divide the following items of property as stated directly below:

<i>Property Description</i>	<i>Awarded to:</i>
Her TV	Elise
Her Laptop	Elise
All furniture at marital residence	Elise
Washer and Dryer	Hunter
Treadmill	Elise
Personal Computer	Hunter
His Laptop	Hunter
His TV	Hunter
Refrigerator	Hunter

29. **Bank Accounts.** Each party shall be exclusively awarded any and all bank accounts held solely in his/her name, free and clear from any claim by the other party. All joint bank accounts will be equally divided and then immediately closed. The parties have approximately \$30,000.00 in a savings account. Elise shall be awarded all of the \$30,000.00 in the savings account.

30. **Bitcoin.** The parties have Bitcoin that is currently valued at around \$5,000.00. The Bitcoin shall be equally divided upon entry of the Decree of Divorce.

31. **Retirement Accounts.** The TSP account (approximate balance \$11,326.43) shall be awarded to Elise. If the parties are required to prepare a QDRO or any other documentation to transfer the account, they shall divide the costs equally. Each party shall be awarded any and all other retirement accounts, HSA accounts, and/or any other type of retirement/investment account held in his/her own individual name free and clear of the other party.

32. Each parent shall maintain any existing life insurance policy currently in force on their life, or obtain and maintain a comparable policy if none exists, in an amount reasonably sufficient to secure their financial obligations for the benefit of the minor children. Each parent shall designate the minor children as primary beneficiaries of such policy for so long as they have a legal duty to support the children.

DEBTS

33. The parties acquired debts during the marriage. Each party shall assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
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2019 Ford Expedition	\$35,000	Elise first \$4,000 and Hunter remaining amount
America First Credit Union	\$7000	Hunter
Citi Strata	\$5800	Elise
All other debts in his name	Unknown	Hunter
All other debts in her name	Unknown	Elise

a. **2019 Ford Expedition loan.** The Ford Expedition is worth approximately \$25,000.00 and has a loan balance of approximately \$35,000.00. The parties will work together to list and sell the vehicle within 30 days of this decree of divorce for the highest market value possible. Elise shall cooperate to pay \$4,000 towards the outstanding debt at the time the vehicle is sold. Once sold, Hunter will pay any remaining amount owed on the loan currently attached to the vehicle. Until sold, Hunter will make all monthly loan payments owed on the vehicle.

b. **Joint Accounts.** Neither party should 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 the 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

34. **Mediation.** With the exception of enforcement issues, the parties shall attend mediation concurrently with filing a Petition to Modify. Each party shall pay one-half of the mediation fees.

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

36. **Financial Claims.** The Stipulation resolves all financial claims either party has against the other, including but not limited to past alimony, child support, out-of-pocket medical expenses, out-of-pocket medical premiums extracurricular activities, and any other financial claims through the date of the signing of the Stipulation.

37. **Mutual Restraining Order.** Both parties shall be restrained from making disparaging or derogatory remarks to one another or to their minor children about one another or in the minor children's presence, either verbally, in writing or otherwise. Both parties are

mutually restrained from annoying, stalking, harming, harassing or threatening the other party. The parties shall not enter the residence of the other party without permission from that party. Each party is restrained from posting any stories, pictures, statements about the other party on any social media sites. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his/her best efforts to prevent third parties from such violations, or shall remove the minor children from such circumstances. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not. Both parties shall be restrained from making any disparaging statements or posts about the other party on social media or through any other public medium. The parties shall also be prohibited from using the minor children in any social media, dating profile, promotional, or other public-facing media content intended to promote themselves or their personal relationships.

38. **Former Name.** Elise is restored to her former name of Elise Schwendiman, should she so desire.

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

40. **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.

41. **Execution of Final Documents.** A final Decree of Divorce may be entered reflecting the terms of the Stipulation. Both parties shall sign and fully execute the final documents that are necessary to implement the provisions of the Decree of Divorce.

*THIS DOCUMENT WILL ENTER AS AN ORDER ONCE SIGNED AND DATED AT THE
TOP OF THE FIRST PAGE.

Approved as to content and form

/s/ David Pedrazas – signed with permission via email
Attorney for Respondent

CERTIFICATE OF SERVICE

I do swear that the foregoing document was delivered to the undersigned individual this
23rd day of June 2026:

David Pedrazas
Attorney for Respondent

/s/ Joni Kraus
JONI KRAUS
Legal Assistant