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

IN THE MATTER OF THE MARRIAGE OF: TANNER BLAINE WIXOM,	DECREE OF DIVORCE
Petitioner,	Case No.: 264401009
AND	Judge: HOWELL
BROOKE CALL WIXOM,	Commissioner: SNOW
Respondent.	

The Court, having made and entered its Findings of Fact and Conclusions of Law, hereby ORDERS, ADJUDGES and DECREES that the bonds of matrimony and marriage contract between the parties are dissolved and the parties are awarded a Decree of Divorce on the ground of irreconcilable differences, to become final upon entry by the Court. The Court further ORDERS as follows:

Jurisdiction

1. Marriage information: Tanner and Brooke agree that they are husband and wife, having been married on June 6, 2014, in Salt Lake City, Salt Lake County, Utah.

2. Residency: The parties agree that they are both residents of Utah County, State of Utah, and that they have so resided for more than three (3) months immediately before the commencement of these proceedings.
3. General Jurisdiction: The parties agree that this Court has general jurisdiction over this matter pursuant to Utah Code §78A-5-102(1) and Utah Code §81-4-402(1).
4. Personal Jurisdiction: The parties agree that this Court has personal jurisdiction over the parties pursuant to Utah Code §78B-3-205 and Utah Code §78B-15-604.
5. Venue: The parties agree that venue is proper in this Court pursuant to Utah Code §78B-3a-201 and Utah Code §81-4-203(1).

Grounds

6. The parties agree that they experienced difficulties during the marriage, which could not be reconciled, and which have prevented the parties from pursuing a viable marriage relationship. Accordingly, the parties agree that a decree of divorce shall be entered on the ground of irreconcilable differences.

Children

17. The parties agree that they have two (2) minor children, to wit: KW—born June 2020; and OW—born September 2024.

The Uniform Child Custody Jurisdiction and Enforcement Act

18. The parties agree that the minor children currently reside in the State of Utah and have so resided for at least six (6) months before the commencement of these proceedings.
19. The parties agree that Utah was the home state of the minor children at the time of the commencement of these proceedings.

20. The parties agree that Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. § 78B-13-101 *et seq.*

Other Proceedings

21. The parties agree that neither has participated as a party or witness or in any other capacity, in any other proceeding concerning custody, visitation or parent-time with the minor children.

22. The parties agree that they do not know of any person, not a party to these proceedings, who has physical custody of the minor children or who claims rights of legal custody or physical custody or visitation with respect to the minor children.

23. The parties agree that they have no knowledge of any proceedings that could affect the current proceedings, including proceedings for enforcement or proceedings relating to domestic violence, protective orders, termination of parental rights or adoptions.

Legal Custody

24. The parties agree that they shall share joint legal custody of their minor children and that their co-parenting relationship shall be governed by the Parenting Plan set forth herein.

25. The parties agree that this custody arrangement is in the best interests of the minor children.

Physical Custody

26. The parties agree that they shall share joint physical custody of the minor children.

Unless the parties agree otherwise, parent time shall be as follows:

- a. During the school year, the parties shall share custody based on the following schedule.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Brooke	Brooke	Brooke	Brooke	Tanner	Tanner	Tanner
Tanner	Brooke	Brooke	Brooke	Tanner	Brooke	Brooke
Brooke	Brooke	Brooke	Brooke	Tanner	Tanner	Tanner
Tanner	Brooke	Brooke	Brooke	Tanner	Brooke	Brooke

b. During the school year, the parties shall exchange the children at the children's school, Green Acres Elementary, or at Brooke's residence, so long as it is within a reasonable proximity of the school, in the mornings. The parties shall exchange the children at Megaplex Theaters in Centerville, or another mutually agreed-upon location, for Thursday and Friday afternoon exchanges.

c. During the summer of 2026, parent-time shall be structured as week-on-week-off with exchanges on Sundays at 3:00 p.m., and Tanner's weeks shall align with the weeks that he is working from home.

d. Beginning in the summer of 2027 and going forward, Tanner shall receive 60% of the time the children are out of school, and Brooke shall receive 40%.

e. Tanner shall designate his additional 10% of time by April 1 of each year, which he shall exercise in addition to the week-on-week-off schedule.

f. During the summer, the receiving parent shall pick up the children at the other parent's home.

g. Each party shall be entitled to virtual parent-time each night before bed while the children are with the other parent, unless the parent and children are on vacation.

27. If either party moves within 25 miles of the other, mediation shall be scheduled to address a change in custody, and the presumption shall be that the parties shall share custody according to §81-9-305.

28. The parties agree that this custody and parent-time arrangement is in the best interest of the minor children.

PARENTING PLAN

29. The parties desire to create an effective co-parenting relationship for the benefit of their minor children. The parties desire to raise happy and well-adjusted children and to respect each other in their respective parenting roles.

30. The parties realize that they each have different parenting functions and shall support and acknowledge the benefits to the children of having a healthy relationship with both parents.

31. The parties shall reduce the conflict between them and learn problem solving skills and implement those skills to eliminate future conflict. The parties shall have open communication and shall focus on the needs and interests of their children ahead of their own personal interests.

32. To implement the vision of the parties' shared parenting plan, and because of their common concern for their children's emotional well-being, the parties shall adhere to the following governing principals:

- a. The parties co-parenting relationship shall be built on trust and respect;
- b. The parties shall establish and maintain parental communication with each other to ensure that the other parent is informed about the children's needs, events, and important school and church advancements;

- c. The parties shall support each other in their respective parenting roles, say positive words about the other parent to the children and the parties shall be restrained from saying anything negative about the other parent in the children's presence. The parties believe this purpose to be honorable and that such will help the children develop good self-esteem;
- d. The parties shall listen to each other and do their best to understand the other's point of view;
- e. The parties shall use their best efforts to resolve all conflict between them and utilize experts to assist them in this endeavor if they are unsuccessful personally;
- f. The parties shall solve problems and make joint decisions by working through their decision-making procedure, which is described herein;
- g. If tension arises in a telephone call, the parties shall take a break from the telephone call or leave their conversations to e-mail or text message;
- h. The parties shall work together to improve their parenting skills and to share their ideas;
- i. The parties shall live by the golden rule and they shall treat each other as they would like to be treated;
- j. The parties shall start over and recommit to this parenting plan when one or both of them steps outside of the plan and forgets about a commitment made in this plan; and
- k. The parties shall see the other parent as a resource, consultant and ally. The parties shall effectively work together as co-parents to promote the best interests of their children.

Time-Sharing Schedule

- 33. The parties shall cooperate to plan their children's time-sharing schedule based on the following principles:

- a. The parties shall trade favors and do their best to ensure that the children have meaningful time in both homes;
 - b. The parties shall be flexible with each other when minor changes are necessary; and
 - c. The parties shall give as much advance notice as possible if changes are necessary.
34. The parties shall share joint legal and physical custody of the minor children, with parent-time consistent with the schedule set forth above. In addition, both parties shall be entitled to fully participate in any activities regarding the children, including but not limited to school, sports, special church events, etc.
- a. Advisory Guidelines: The Advisory Guidelines set forth in Utah Code Ann. §81-9-202 shall be made a part of this Parenting Plan.
 - b. Holiday Parent-Time: The parties agree that they shall have holiday parent-time with the minor children as they agree. If the parties cannot agree, the parent-time schedule for holidays shall be consistent with the schedule set forth below.

Holiday	Holiday Time Period	Brooke	Tanner
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 at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's 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 at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Easter (When not	(1) Holiday begins at	Even years	Odd years

included in the Spring Break Holiday)	6 p.m. on the day before Easter. (2) Holiday ends at 7 p.m. on the day of Easter.		
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 at 7 p.m. on Memorial Day.	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.	All years	
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.		All years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the	Even years	Odd years

	day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
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 on 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 at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7	Odd years	Even years

	p.m. on the day before school resumes.		
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 on the following day at 9:00 a.m.	Even years	Odd years
Veteran's Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6:30 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 6:30 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is	Odd years	Even years

	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 10:00 a.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 10:00 a.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	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
Parent's Birthday	(1) Holiday begins at 6 p.m. on the day before Parent's Birthday. (2) Holiday ends at 7 p.m. on Parent's Birthday.	All years	All years

c. Special Occasions: The parties shall notify each other of any special events involving their minor children, such as school activities, sports events, graduations, etc., so that the other party shall have the option of attending that special occasion if possible.

d. Right of First Refusal: In the event a parent cannot provide personal care for their children for a period of overnight, that parent shall first offer the opportunity to care for the children to the other parent before securing surrogate care of any kind.

Shared Information

35. The parties shall use their best efforts to communicate and share information with each other to convey information regarding their children's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information that is appropriate to share with the other parent.

36. The parties shall affirmatively notify the other parent of all school programs, church events, extracurricular activities, sports activities, and special occasions involving the minor children.

37. The parties shall notify the other parent of significant illnesses involving the minor children and of any information relating to the children's medications.

38. The parties shall immediately notify the other parent in the event of any and all emergencies relating to the minor children.

39. The parties shall provide the 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 his/her own relationship with these professionals.

40. The parties shall immediately notify the other parent of any change of address and telephone number and shall inform the other parent regarding logistical details of extended vacations.

41. The parties shall communicate primarily through Our Family Wizard, but may communicate in the most reasonable manner, whether by telephone or text message. The parties shall respond to all OFW messages within 24 hours, unless it's an emergency, in which case they shall respond as soon as possible.

Consistency in Parenting

42. The parties recognize that their children will feel more secure and loved when the parties are working together in a positive, cooperative and constructive manner.

43. Consistency in parenting will help the parties raise emotionally healthy and secure children. Therefore, the parties shall discuss parenting strategies, and develop, if possible, consistent rules and parenting approaches.

44. The parties shall implement, whenever possible, consistent bed-times, discipline strategies and other rules. Moreover, the parties recognize that parenting will be more effective if they work together as a united front.

Decision-Making

45. The parties shall share decision-making as follows:

a. Day-to-Day Decisions: The parent in charge during a time-shared block may make minor day-to-day decisions regarding the minor children's care. This is interpreted to mean that the parent who has physical custody of the children during the time-shared block may make those minor day-to-day decisions without having to consult with the other parent;

b. Major Decisions: The parties shall consult with one another and reach agreements on major issues concerning the children's physical health, mental health, education, religious upbringing, and general welfare.

c. Emergency Treatment: The parent who has custody of the children during the time-sharing block may initiate emergency medical, dental, or psychological treatment, and shall notify and involve the other parent as soon as possible.

46. Procedure for Joint Decision-Making: The parties shall share all major decisions concerning their children's health, education, and general welfare. The parties shall use the following decision-making procedure as their guide;

- a. The parties shall initially identify the issue;
- b. The parties shall research the issue and possible solutions related to the issue and listen to and understand each other's perspective;
- c. The parties shall brainstorm all possible solutions related to that specific issue;
- d. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the children, in an attempt to reach a "win-win" solution; and
- e. The parties agree to take the advice of experts involved in their children's lives while making decisions about what is best for their children. The parties shall take the advice of the children's pediatrician, dentist, counselor, therapist, orthodontist, school counselor, and others that have insight into what is best for their children related to the experts field of expertise.

47. Tie-Breaking Procedure: If the parties cannot reach a consensus regarding a major parenting decision, after following the joint decision-making procedure and implementing the governing principles as outlined above regarding their shared vision, the parties shall attempt to resolve the issue through mediation. If mediation fails, either party shall have the right and ability to approach the court if they believe that the decision is not in the best interests of the minor children.

END OF PARENTING PLAN

Child Support

48. The parties agree that Brooke earns or has the ability to earn gross income in the amount of \$2,600 per month.

49. The parties agree that Tanner earns or has the ability to earn gross income in the amount of \$6,898 per month.

50. The parties agree that child support shall be calculated on a joint custody worksheet with 220 overnights to Brooke and 145 overnights to Tanner. Based on the parties' incomes as outlined above, the monthly child support amount pursuant to Utah Code §81-6-304 is \$964. A copy of the child support worksheet is attached hereto.

51. The parties agree that Tanner shall begin paying child support as set forth herein on the month immediately following entry of the Decree of Divorce. Pursuant to Utah Code §81-7-102, child support is due one-half by the fifth day of each month and one-half by the twentieth day of that month.

52. The parties agree that Tanner's support of each minor child shall continue until the child becomes eighteen (18) years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States or is emancipated.

53. The parties agree that, if at any time after the commencement of the child support order, Tanner is more than thirty (30) days late in making the child support payment, Brooke shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code §26B,

Chapter 9. This income withholding procedure shall apply to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services.

Childcare

54. The parties agree that they shall share equally any reasonable work-related childcare expenses consistent with Utah Code §81-6-209 and otherwise comply with the provisions set forth in Utah Code §81-6-209 to the extent that such is not inconsistent with the other provisions set forth herein.

55. The parties agree that care provided by family members shall be assumed to have no cost and that neither party shall be required to reimburse the other for child care provided by family members.

Health Insurance and Medical/Dental Expenses

56. Pursuant to Utah Code §81-6-209, the parties agree that if health insurance and/or dental or vision insurance for the benefit of the minor children is available to either party at a reasonable cost, that party shall be required to maintain said insurance. Tanner currently provides health insurance for the children and shall continue to do so unless the parties agree otherwise in writing.

57. The parties agree that, if health and/or dental and vision insurance for the benefit of the minor children is available to both parties at a reasonable cost, the parties shall be free to choose either available plan on which to enroll the minor children and shall select the plan that offers the best coverage at the most advantageous cost.

58. The parties agree that in the event they are unable to reach a resolution regarding whose health and/or dental and vision insurance policy shall be used, then both parties shall be required

to insure the minor children, and each shall be solely responsible for any out-of-pocket premium paid by them individually. If both parties provide insurance, Tanner's plan shall be identified as the primary plan.

59. If only one party provides insurance for the minor children, the parties agree that they shall equally share the out-of-pocket costs of the premium actually paid for the minor children's portion of insurance. The children's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy. Tanner shall have the ability to take a credit against his child support obligations for Brooke's portion of the children's medical insurance premiums.

60. The parties agree that the parent maintaining insurance shall provide verification of coverage to the other parent or to the Office of Recovery Services, under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or before January 2nd of each calendar year. The parent ordered to maintain insurance shall notify the other parent or the Office of Recovery Services of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date that the parent first knew or should have known of the change.

61. Pursuant to Utah Code §81-6-208, the parties agree that they shall equally share all reasonable and necessary uninsured and unreimbursed medical, dental, orthodontic, and therapeutic expenses, including deductibles and co-payments, incurred for the minor children, and actually paid by the parties.

62. The parent who incurs medical, dental, orthodontic, or therapeutic expenses on behalf of the children shall provide written verification of the cost and payment of the expenses to the other parent within thirty (30) days of payment.

63. The parties agree that the parent who incurs medical, dental, orthodontic, or therapeutic expenses on behalf of the children may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if they fail to comply with the terms set forth in the previous paragraph.

64. The parties agree that the parent who receives written verification of a medical, dental, orthodontic, or therapeutic expense shall reimburse the other parent one-half the amount of the out-of-pocket expenses incurred on behalf of the children within thirty (30) days of receipt of the written verification.

Extracurricular Expenses

65. The parties agree that they shall equally share costs associated with the minor children's extracurricular activities so long as they have agreed to the extracurricular activity in advance and in writing. The children may participate in an activity absent a written agreement, but neither parent may schedule an extracurricular activity on the other's parent-time without the express written permission of the other parent and the parent scheduling the activity shall be solely responsible for the costs. The reasonable and agreed-upon expenses for required items such as clothing, footwear, and other necessary supplies for school-related courses and agreed-upon extracurricular activities or sports shall be shared equally between both parties.

66. The parties agree that a parent who incurs an expense for an extracurricular activity shall provide written verification of the costs and payments associated with the extracurricular activity within thirty (30) days of payment.

67. The parties agree that a parent incurring expenses for an extracurricular activity 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 the terms set forth in the previous paragraph.

68. The parties agree that the parent to whom written verification is provided shall reimburse the parent who incurred the expenses for extracurricular activities one-half the amount of the out-of-pocket expenses within thirty (30) days of receipt of the written verification.

69. The parties agree that both parties shall be allowed and encouraged to attend the children's extracurricular activities regardless of whether they have agreed to the activity and whether they have contributed payments toward the activity.

School Fees

70. The parties agree that they shall equally share school fees and other costs or expenses associated with the minor children's education, including but not limited to books and other fees.

71. The parties agree that a parent who incurs an educational expense on behalf of the minor children shall provide written verification of the costs and payments associated with the extracurricular activity within thirty (30) days of payment.

72. The parties agree that a parent incurring expenses for an educational expense on behalf of the minor children 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 the terms set forth in the previous paragraph.

73. The parties agree that the parent to whom written verification is provided shall reimburse the parent who incurred the educational expense on behalf of the children one-half the amount of the out-of-pocket expenses within thirty (30) days of receipt of the written verification.

Premarital/ Inherited Property

74. Unless otherwise indicated herein, the parties agree that they shall each be awarded any and all interests that they may have in personal property that they acquired prior to the marriage.

75. Unless otherwise indicated herein, the parties agree that all property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

76. The parties agree and acknowledge that they do not have any claim to the other's inheritance and expressly waive any interest in the other family's estates, assets, holdings, and trusts that may exist.

Personal Property

77. The parties agree that they acquired certain items of personal property during the marriage and that such shall be divided as follows:

- a. Firearms are awarded to Tanner;
- b. 2012 Toyota Highlander to Brooke;
- c. 2016 Santa Fe to Tanner; and
- d. All other personal property shall be divided as the parties agree. If the parties cannot agree, they shall alternate picking until all items are gone.

78. Unless otherwise indicated herein, the parties agree that they shall each be awarded their own personal effects, and any items purchased specifically for their own individual use (e.g. skis, bicycles, etc.)

79. The parties agree that they shall have sole and exclusive ownership and possession of the personal property awarded to them herein, that they shall be solely responsible for any and all obligations and expenses associated therewith, and that they shall hold the other harmless with respect thereto.

80. To the extent that any personal property awarded to one party is titled or owned in the other party's name, the parties agree that the other party's name shall be removed no later than thirty (30) days following entry of the Decree of Divorce and that each party shall cooperate and sign any document necessary upon presentment to remove their name from the title associated with the personal property at issue.

Real Property

81. The parties agree that they acquired real property interests during the marriage and that such shall be divided as set forth below:

- a. The marital home shall be listed for sale within 30 days with a mutually agreed-upon realtor. Tanner shall explore whether a family member will waive their commission as the agent. If Brooke agrees, the parties shall use that family member as realtor and share equally any saved commission. If the parties cannot agree on a realtor, Brooke shall propose three local realtors, and Tanner shall select from among the three. The parties shall follow the recommendations of their realtor regarding listing price, reasonable offers, counteroffers, reductions in

price, etc. The parties shall also follow the advice of their realtor regarding recommended preparation, repairs and maintenance necessary to sell the home for the best price, however if all repairs total over \$5,000 they shall be agreed upon by the parties.

b. The proceeds from the sale of the home shall be used to pay the closing costs and realtor fees, mortgage, AFCU XXXX8891 credit card and line of credit, MACU XXXX3375 credit card, Sam's XXXX0256 credit card, and NelNet student loan. Remaining equity shall be split equally between the parties.

82. The parties agree that Tanner shall maintain all obligations associated with the real property, including but not limited to the mortgage, taxes, insurance, utilities, maintenance, and repairs, as an in-kind child support payment until the house is sold. Child support payments shall begin upon the sale of the home, and shall be pro-rated depending on the date of closing.

83. To the extent that any real property awarded to one party is titled or owned in the other party's name, the parties agree that the other party's name shall be removed from the title no later than thirty (30) days following entry of the Decree of Divorce, and that each party shall cooperate and sign any document necessary upon presentment to remove their name from the title associated with the real property at issue.

Financial Assets

84. The parties agree that they acquired financial assets during the marriage and that such shall be divided as set forth below:

a. The parties shall be awarded all bank accounts in their own names.

b. Any joint bank accounts with balances over \$10 shall be divided equally and closed.

c. The children's 529 education accounts and UTMA custodial accounts shall not be divided but shall remain in the children's names for their individual benefit, and Tanner shall continue to manage them. Neither party may withdraw funds from the accounts for their own benefit.

85. Unless otherwise indicated herein, each party is hereby awarded all accounts in their own name.

86. Any and all joint accounts shall be closed following division as set forth herein.

Retirement

87. The parties have acquired retirement and/or pension benefits and other assets during the marriage and that such shall be divided as set forth below:

a. Tanner's Fidelity Retirement Savings Plan shall be divided equally as of the date of the signing of the Stipulation.

b. If Tanner's Fidelity Retiree Health Account vests, Brooke shall be entitled to \$10,000 at the time of vesting.

88. If necessary, a Qualified Domestic Relations Order (QDRO) or Domestic Relations Order (DRO) shall be prepared to divide these accounts. Brooke shall be responsible for the cost of preparing the QDRO, and Tanner shall cooperate and provide and necessary documentation to the other party, including but not limited to: the plan administrator and contact information for said plan; the plan name and full account number; in order prepare said QDRO or DRO.

Debts and Other Obligations

89. The parties agree that they acquired debt and other financial obligations during the marriage and that such balances shall be paid as outlined above.

90. Unless otherwise indicated herein, each party shall be responsible for any debt incurred in their own name.

91. The parties agree that they shall each be solely responsible for any debts or other financial obligations awarded to them herein and that they shall hold the other party harmless from any liability associated with those debts or other financial obligations.

92. The parties agree that they shall not incur any debt on any account or credit card awarded to the other and, to the extent that they do, they shall be solely responsible for such debt.

93. Pursuant to Utah Code §81-4-406(3(b)), the parties agree that they shall notify respective creditors or obligees regarding the division of debts, obligations or liabilities addressed herein and of the parties' separate, current addresses.

94. The parties agree that they shall refinance any debt awarded to them herein that is in the other party's name into solely their own name within three (3) months following entry of the decree of divorce.

Taxes

95. The parties agree that they shall file separate individual tax returns for 2026 and for following years. The parties also agree that they shall each be awarded any amount refunded in connection with their individual tax returns and that they shall each be solely liable for any amount due and owing, holding the other harmless from the same.

96. The parties agree that they shall each have the ability to claim one child on their tax returns each year. When the parties oldest child ages out, they shall share the ability to claim the

remaining child equally, with Tanner claiming the child in odd years, and Brooke claiming the child in even years.

Spousal Support

97. The parties agree that Tanner shall pay Brooke \$16,000 as a lump sum alimony payment to be paid no later than 48 hours after distribution of the home sale proceeds.

98. As such, Brooke shall waive all future claims for alimony.

Attorney Fees

99. The parties agree that they shall each be ordered to assume any outstanding attorney fees and costs incurred on their behalf while prosecuting this action and as of the date the Stipulation was signed.

Personal Conduct

100. The parties agree that they shall be mutually restrained from bothering or harassing the other.

101. The parties agree that they shall be mutually restrained from using the other's likeness or image in any way without express written consent of the other party.

Maiden Name

102. The parties agree that Brooke shall be restored the use of her maiden name, Brooke Call, if and when she so desires.

Breach of Agreement

103. The parties agree that if either of them breaches this agreement, they may be liable to the other for the attorney fees of the other party related to enforcement efforts.

Execution and Delivery of Documents

104. The parties agree that they shall act in good faith and cooperate to title the items awarded to them in a way that is consistent with the Stipulation and that they shall each be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Stipulation and the decree of divorce entered by the Court.

IT IS SO ORDERED.

** In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), This Decree of Divorce does not bear the handwritten signature of the Judge but instead display an electronic signature at the upper right-hand corner of the first page of this Decree of Divorce. **

APPROVED AS TO FORM AND CONTENT

Tim Donaldson

Attorney for Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing document was served as indicated below, on this 15th day of June, 2026, to the following:

Jonathan D. Porter (15226)
Tim Donaldson (11389)
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☐ U.S. Mail, Postage Prepaid
☐ Hand Delivered
☐ Electronic Filing Notification
☒ E-mail

/s/ Angela Schroepfer_____