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IN THE FOURTH JUDICIAL DISTRICT COURT, PROVO DEPT. IN AND FOR UTAH COUNTY, STATE OF UTAH	
In the Matter of the Marriage of ANDREW BRADLEY WHITWORTH, Petitioner, and PARIS SCOTLYN WHITWORTH, Respondent.	DECREE OF DIVORCE Case No.: 254403323 Judge: Anthony Howell Comm. Dustin Hardy

THE ABOVE-ENTITLED MATTER1 comes before the Court on the submission of a Stipulation and Settlement Agreement executed by both parties which resolves all outstanding issues. The Court, having reviewed the record and the stipulation of the parties and having entered its Findings of Fact and Conclusions of Law, hereby **ORDERS, ADJUDGES, AND DECREES**, as follows:

JURISDICTION

1. Respondent is a bona fide resident of Utah County, State of Utah, and has been for three (3) months immediately preceding the filing of this action.

2 Petitioner is a bona fide resident of Utah County, State of Utah, and has been for

three (3) months immediately preceding the filing of this action.

3. The parties resided in their marital relationship in Utah County, State of Utah. Therefore, this Court has jurisdiction over the parties.

4. The parties were married on July 1, 2016, in Draper, Salt Lake County, State of Utah.

GROUND

5. During the marriage, the parties experienced irreconcilable differences which prevented the parties from pursuing a viable relationship and resulted in the irretrievable breakdown of the marriage. Therefore, the parties shall be granted a mutual Decree of Divorce, one from the other, on the grounds of irreconcilable differences.

CHILDREN

6. There have been five (5) children born of the parties' marriage, to wit:

- A.W. date of birth February 2016
- H.W. date of birth January 2018
- B.W. date of birth October 2019
- W.W. date of birth February 2021
- P.W. date of birth December 2022

7. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, the parties state, upon information and belief, that there are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court.

The Uniform Child Custody Jurisdiction Act

8. The minor children in this matter have not resided outside of Utah in the three (3) years immediately preceding the filing of this case and all parties and the children are presently residing in Utah. Utah is the home state of the children pursuant to Utah Code § 78B-13-102(7)

and/or Utah has jurisdiction over the custody and parent-time issues in this matter pursuant to Utah Code §78B-13-201.

9. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code § 78B-13-101, and The Uniform Interstate Family Support Act, Utah Code § 78B-14-102, the parties state upon information and belief, that:

- A. The parties have not been a party or witness to, or participated in any other litigation concerning the custody, child support or parent-time of the parties' minor children nor do the parties have information about any custody, child support or parent-time proceeding concerning the minor children in this state or any other state.
- B. There are two pending criminal cases involving the Petitioner: State of Utah v. Andrew Bradley Whitworth, Fourth District Court, Case No.: 261400437; State of Utah v. Andrew Bradley Whitworth, Fourth District Court, Case No. 261401781.
- C. The two protective order cases involving the parties and the minor children have been dismissed: Paris Whitworth v. Andrew B. Whitworth, Fourth District Court, Case No. 254403265; and Andrew Whitworth v. Paris Whitworth, Fourth District Court, Case No. 254403370.
- D. There are no cases involving the parties' children filed or pending in any Juvenile Court in this State or any other state.
- E. The parties do not know of any person, not a party to these proceedings,

who has physical custody of the parties' minor children and who claims to have custody, child support, or parent-time or visitation rights with respect to the children.

CUSTODY AND PARENT-TIME

10. The parties shall share joint legal custody of the minor children. The parties shall be governed by the Parenting Plan set forth herein.

11. The parties shall share joint physical custody of the minor children, as follows:

A. Effective August 1, 2026, the parties shall exercise parent-time on a 55/45 schedule, with the Petitioner exercising parent-time as follows:

Week 1	Thursday through Sunday overnight
Week 2	Wednesday and Thursday overnights
Week 3	Thursday through Sunday overnight
Week 4	Wednesday and Thursday overnights

B. Effective August 1, 2028, the parties' youngest child will be five years old and begin Kindergarten and the parties shall exercise 50/50 parent-time pursuant to the schedule set forth in U.C.A. § 81-9-305, with the Respondent exercising parent-time starting Monday morning and ending Wednesday morning; Petitioner exercising parent-time starting Wednesday morning and ending Friday morning; and the parties alternating weekend parent-time starting Friday morning and ending Monday morning.

C. The parties shall exercise holiday parent-time pursuant to the schedule set forth in U.C.A. § 81-9-302, with the Petitioner designated as the non-custodial parent and the Respondent designated as the custodial parent for purposes of the statute only.

D. Consistent with U.C.A. § 81-9-305(5), each year a parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when

school is not in session.

12. Virtual parent-time shall be at reasonable hours and for reasonable duration.

PARENTING PLAN

Ground Rules

13.1 Both parents shall exchange information concerning the health, education, and welfare of the children, and, where possible, confer before making decisions.

Decision Making

13.2 The parent who has physical custody of the children during the time-shared block may make minor day-to-day decisions without having to consult with the other parent.

13.3 The parents shall consult with one another and reach agreements on major issues concerning the developmental, medical, dental, psychological treatment, and education of the children. The parties agree that H.W. will be baptized in 2026 and that Petitioner may perform the baptism.

13.4 In the event the parties are unable to agree regarding legal custody matters, the parties shall consult with professionals in the field (i.e., the children's pediatrician regarding medical-related issues; school personnel regarding school-related issues, etc.).

13.5 If the parties are still not able to reach a resolution, they shall participate in mediation with a mutually agreed-upon mediator. Both parties shall equally share the expense of mediation.

13.6 Should either parent believe that a decision has been made that is contrary to the best interest of the children, that parent shall seek to arrange mediation prior to resorting to litigation.

Communication Plan

13.7 The parents shall use their best efforts to communicate and share information about the children with each other through Our Family Wizard.

13.8 The parents shall use their best efforts to communicate with each other often about the children in the most reasonable manner through Our Family Wizard.

13.9 The parents shall be flexible with each other when minor changes are necessary and give as much advance notice as possible if changes are necessary.

13.10 The parents shall schedule a parenting meeting when necessary to discuss issues of importance in the children's lives.

School

13.11 The children shall continue to attend their current schools in the Alpine School District, including any feeder schools.

13.12 Neither parent shall change the children's school without written agreement of the other parent or order of the Court.

13.13 The parents shall each initiate and maintain relationships with the children's teachers in order to keep apprised of the children's progress in school.

13.14 The parents shall make arrangements with the children's school for each parent to receive copies of the children's report cards, school calendars, etc.

13.15 The parents shall have full access to school records and shall keep each other informed of school activities.

13.16 The parents shall attend Parent-Teacher conferences and participate with the children in school functions together, if possible.

Significant Occasions

13.17 The parents shall notify one another of any special occasions or events that involve the children such as extracurricular activities, social and sports events, graduations, community functions, etc.

13.18 Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the children or either parent.

Medical and Professional Appointments

13.19 The parties shall not change the children's existing healthcare providers without the written agreement of the other party.

13.20 A parent shall notify the other parent of significant illnesses involving the children and any information relating to the children's medications. In the case of an emergency, the parent shall inform the other parent immediately.

13.21 The parent that provides medical insurance for the children shall give the other parent a duplicate insurance card in order for her/him to present such to medical providers.

13.22 The parents shall be entitled to initiate his/her own relationship with all of the children's medical providers and have complete access to their records.

Vacations/Non-Routine Travel

13.23 Consistent with U.C.A. § 81-9-202(19), for emergency purposes, whenever the children travel with either parent, all of the following shall be provided to the other parent: (1) an itinerary of 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.

Relocation

13.24 In the event either of the parties intends to relocate they shall comply with the provisions of Utah Code §81-9-209.

Miscellaneous

13.25 Any parental duties or rights not specifically addressed in this plan shall be discussed and mutually decided on by both parents.

13.26 If a parent fails to comply with a provision of the above Parenting Plan, the other parent's obligations under the Parenting Plan are not affected.

13.27 The parties propose this Parenting Plan in good faith.

THERAPY

14. The parties shall immediately sign up and participate in the Utah Youth Village's Families First program, and they shall follow the recommendations of the clinicians assigned to work with them by the Utah Youth Village in this program.

15. The parties and the children shall continue participating in individual therapy with their existing providers until discharged. The parties shall follow the recommendations of the providers.

CHILD SUPPORT

16. The Petitioner is employed full-time with Colliers International and earns \$21,646.21 gross per month for purposes of calculating child support.

17. The Respondent earns \$3,293 gross per month for purposes of calculating child support.

18. Pursuant to Utah Code Ann. § 81-6-1 et. seq., effective August 1, 2026, Petitioner shall pay base monthly child support to the Respondent in the amount of \$2,387.00 (see **Exhibit A**). Effective August 1, 2028, when the parties' youngest child begins school and the custody arrangement changes to 50/50, the base monthly child support award shall automatically adjust to \$1,704.00 (see **Exhibit B**). Child support shall be paid as follows:

- A. Base monthly child support shall be into two (2) equal monthly installments with payments due on the 5th and 20th days of each month, pursuant to the Uniform Child Support Guidelines, until the children reach 18 years of age, or graduate from high school during their normal and expected year of graduation, whichever occurs last.
- B. The base child support award shall be reduced by fifty percent (50%) for the children for time periods during which the children are with the non-custodial parent by order of the Court, or by written agreement of the parties, for at least 25 of any 30 consecutive days. If the dependent children are recipients of aid to families with dependent children, any agreement by the parties for reduction of child support during the extended visitation shall be approved by the Office of Recovery Services. However, normal visitation and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.
- C. The obligee (custodial parent) shall be entitled to mandatory income withholding relief pursuant to Utah Code §26B-9-403. This income withholding procedure applies to existing and future payors, and all

withheld income shall be submitted to the Office of Recovery Services.

- D. There is no child support arrearage.
- E. Each of the parties shall be under a mutual obligation to notify the other within ten (10) days of any change in monthly income of thirty percent (30%) or more.
- F. Under Utah Code §81-6-212, the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% of more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code §26B-9-211, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.
- G. Under Utah Code §81-6-212 the parties have the right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material change in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to

earn; (5) material changes in the medical needs of the children; (6) material change in (1) through (5) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

I. Pursuant to Utah Code § 81-6-213:

When a child is emancipated, the base child support award should be automatically adjusted to the base child support award for the remaining number of children due child support, without the need to modify the most recent child support order by a court, by using:

- (a) the child support table that was used to establish the most recent child support order; and
- (b) the income of the parties as specified in the most recent child support order or the worksheets.

The base child support award may not be reduced by a per child amount derived from the base child support award originally ordered.

"Emancipated" means:

- (a) the child becomes 18 years old or graduates from high school during the child's normal and expected year of graduation, whichever occurs later;
- (b) the child dies, marries, or becomes a member of the armed forces of the United States;
- (c) the child is emancipated in accordance with Title 80, Chapter 7, Emancipation; or
- (d) the obligor's parental rights are terminated by a court in accordance with Title 80, Chapter 4, Termination and Restoration of Parental Rights.

HEALTH INSURANCE AND OUT-OF-POCKET MEDICAL EXPENSES

19. Pursuant to Utah Code § 81-6-208, it is reasonable and proper that effective upon the entry of the Decree of Divorce:

- A. Both parents shall provide healthcare coverage for the medical expenses of their dependent children as defined by U.C.A. § 81-6-208
- B. Both parents shall provide and maintain medical and dental insurance for the minor children if it is available to them at reasonable costs and is accessible to the children.
- C. Both parents shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance.
- D. Both parents shall provide cash medical support by equally sharing all reasonable and necessary uninsured and unreimbursed medical expenses, all dental and orthodontic expenses, deductibles and co-payments, incurred for the minor child and actually paid by the parties.
- E. Both parents shall provide verification of the 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 2 of each calendar year. Both parents shall notify the other, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date that parent first knew, or should have known, of the change.
- F. The parent who incurs the medical expenses shall provide written verification of the cost of paying the medical expenses to the other parent

within thirty (30) days of payment. The parent obligated to reimburse an expense shall do so within 30 days of receipt of verification of the expense.

- F. 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 the subparagraphs above.

20. If at any point in time the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Respondent shall be primary coverage for the dependent children, and the health, hospital, or dental insurance plan of Petitioner shall be secondary coverage for the dependent children.

CHILDREN'S EXTRACURRICULAR ACTIVITIES AND OTHER EXPENSES

21. Consistent with the award of joint physical custody and pursuant to U.C.A. § 81-9-101(8):

- A. Each party shall be responsible for providing clothing and other necessities for the minor children when they are in their care.
- B. The parties shall equally share the following expenses of the children: Any out-of-pocket public school expenses (i.e., registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school.

22. Presently, H.W. and A.W. are enrolled in tackle football, and B.W. is enrolled in flag football. Petitioner shall maintain any and all expense associated with these currently enrolled activities through the conclusion of each sport and Respondent shall transport or allow Petitioner to transport the children to these activities even during her parent-time.

23. For any additional extracurricular activities, the parties shall discuss the children's involvement in an extracurricular activity prior to enrolling the children in the activity. If the parties mutually agree upon an extracurricular activity in writing, then they shall share equally the expenses associated with the activity, transport the children to the activity during their parent-time, and allow the children to attend the activity during their parent-time. If a parent does not agree to an activity in writing, the other parent may still enroll the children in the activity, however, the parent who does not agree with the activity is not responsible to share any expenses related to the activity, and may decline to allow the children to attend the activity during their parent-time.

CHILD CARE

24. If either party will be unavailable to personally care for the children during his or her scheduled parent-time for a continuous period of four (4) hours or longer, that party shall first attempt to utilize an immediate adult family member to provide child care. If no immediate adult family member is available, that party shall offer the other party the right of first refusal to care for the children, provided the other party is willing and able to provide transportation for both the pickup and return of the children. If the other party declines or is unavailable, the parties shall equally share the reasonable work-related and school-related child care expenses actually incurred by a parent, consistent with Utah Code § 81-6-209.

ALIMONY

25. Petitioner shall pay alimony to Respondent, as follows:

- A. Effective August 1, 2026, and for the month of August 2026 only, Petitioner shall pay Respondent alimony in the amount of \$1,613.00 (for a combined

child support and alimony payment of \$4,000 for August 2026).

- B. Effective September 1, 2026, Petitioner's alimony obligation shall increase to \$3,613.00 per month and shall continue through July 31, 2028 (for a combined child support and alimony payment of \$6,000 per month) – 23 monthly payments.
- C. Effective August 1, 2028, Petitioner's alimony obligation shall increase to \$4,296.00 per month and shall continue through July 31, 2029 (for a combined child support and alimony payment of \$6,000 per month) – 12 monthly payments.
- D. Effective August 1, 2029, Petitioner's alimony obligation shall decrease to \$2,296.00 per month and shall continue through and including July 31, 2031 (for a combined child support and alimony payment of \$4,000 per month) – 24 monthly payments.

REAL PROPERTY

- 26. There is no real property at issue.

PERSONAL PROPERTY

- 27. Petitioner shall be awarded the 2025 Mazda CX90, free from any claim from the Respondent. Petitioner shall assume any and all liability associated with the Mazda, and indemnify and hold the Respondent thereon. Respondent shall be awarded the Ford F-150 vehicle in her possession and hold Petitioner harmless from any liability associated with this vehicle.

- 28. Respondent shall be awarded the dog (Frodo).

29. Each party shall be awarded his/her premarital property.

30. All other property shall be awarded as presently divided.

DEBTS AND OBLIGATIONS

31. The parties' debts and obligations were paid from the home sales proceeds.

32. Each party shall assume any and all other debt in his/her respective name, and indemnify and hold the other party harmless thereon.

FINANCIAL ASSETS

33. Each party shall be awarded any and all financial assets in his/her respective name. The parties shall cooperate in dividing and closing any joint accounts.

RETIREMENT ACCOUNTS

34. Both parties represent and warrant that they do not have any retirement and/or investment accounts.

CHILD TAX CREDIT

35. The parties shall claim child tax credits and exemptions as follows:

A. **Five Eligible Children:** For tax years ending in an even-numbered year, Respondent shall claim three (3) children and Petitioner shall claim two (2) children. For tax years ending in an odd-numbered year, Respondent shall claim two (2) children and Petitioner shall claim three (3) children.

B. **Four Eligible Children:** Each party shall claim two (2) children.

C. **Three Eligible Children:** For tax years ending in an even-numbered year, Respondent shall claim two (2) children and Petitioner shall claim one (1) child. For tax years ending in an odd-numbered year, Respondent shall claim one (1) child and Petitioner shall claim two (2)

children.

D. **Two Eligible Children:** Each party shall claim one (1) child.

E. **One Eligible Child:** For tax years ending in an even-numbered year, Respondent shall claim the child. For tax years ending in an odd-numbered year, Petitioner shall claim the child.

36. Petitioner shall be current on all support obligations by the end of the year to be eligible to claim a child for tax credit purposes for said tax year.

TAXES

37. The parties filed a joint tax return for the 2025 tax year.

38. The parties shall file separate tax returns for the 2026 tax year.

BUSINESS INTEREST

39. Petitioner shall be awarded any and all interest in Whitworth Commercial Services LLC, and assume any and all liability associated with the business (including any tax liability), and indemnify and hold the Respondent harmless thereon.

LIFE INSURANCE

40. So long as Petitioner has a support obligation to the Respondent and the minor children, the Petitioner shall be ordered to maintain a life insurance policy in the amount of One Million Dollars, naming the minor children as the beneficiaries of the policy. Petitioner shall provide verification of the policy to Respondent on an annual basis or as requested by Respondent.

41. So long as Petitioner has an alimony obligation to Respondent, Petitioner shall cooperate with Respondent in obtaining and maintaining a life insurance policy on Petitioner's life, with Respondent paying for the policy and designated as the beneficiary, if Respondent so

desires.

MUTUAL RESTRAINING ORDERS

42. Both parties shall be governed by the following mutual restraining orders:

A. Neither party shall disparage the other party to or in the presence of the minor children, and shall use his/her best efforts to restrain third parties from disparaging a party to or in the presence of the minor children.

B. Neither party shall discuss legal matters with the minor children, and shall use his/her best efforts to restrain third parties from discussing the legal matters with the minor children.

C. Neither party shall use corporal punishment and shall avoid yelling at the children.

D. The parties shall refrain from misuse of alcohol, as defined by being inebriated under Utah Law.

E. The parties shall refrain from using any illegal drugs or abusing prescription drugs.

F. The parties shall refrain from questioning the minor children about the other parent or what happens in the other parent's home.

43. So long as a criminal protective order is in place, both parties shall remain 20 feet apart, except when exchanging minor children, who are still in car seats, for parent-time. For parent-time exchanges, the parent dropping the minor children shall remain in the car while the parent picking up the minor children takes the child(ren) out of the car seat(s). The parties shall not speak to each other during parent-time exchanges.

EXECUTION OF DOCUMENTS

44. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the Decree of Divorce. In the event a party fails to execute a document within sixty (60) days of the entry of the Decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Utah Rule of Civil Procedure 70. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

MODIFICATION

45. Prior to the modification of any provision of the final Decree of Divorce, the parties shall attempt to resolve the issue through mediation before seeking the Court's assistance.

ATTORNEY'S FEES

46. Each party shall be responsible for his/her own attorney's fees and costs associated with this matter.

OTHER

47. Neither party shall introduce the children to a romantic partner unless the parties' romantic relationship has existed for at least four (4) months.

--- END OF ORDER ---

In accordance with the Utah State District Courts' eFiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order along with the Court's seal and the date the Order was executed by the Court.

APPROVAL AS TO FORM:

/s/ Lauren Barros . July 16, 2026
LAUREN BARROS **DATE**
Attorney for Petitioner
(signed by Harpreet Kaur with permission of
Lauren Barros by email dated 07/16/2026)

/s/ Del Dickson July 17, 2026
DEL DICKSON **DATE**
Guardian ad Litem
(signed by Harpreet Kaur with permission of
Del Dickson by email dated 07/17/2026)

/s/ Amy Jonkhart July 17, 2026
AMY JONKHART **DATE**
Attorney for State of Utah
(signed by Harpreet Kaur with permission of
Amy Jonkhart by email dated 07/17/2026)

NOTIFICATION OF TIME TO OBJECT

PLEASE TAKE NOTICE that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure the Decree of Divorce will be submitted for entry by the Court in seven (7) days from the date of service hereof.

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of July, 2026, I sent a true and correct copy of the foregoing **DECREE OF DIVORCE** to the following using the method indicated:

Lauren R. Barros
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/s/ Harpreet Kaur

