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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: KASSANDRA MORGAN, Petitioner, and D. MARC JOHN MORGAN, Respondent.	DECREE OF DIVORCE Case No. 264400365 Judge: Kasey L. Wright Commissioner: Dustin Hardy
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The above-entitled matter comes before the Court on the parties Stipulation and Settlement Agreement, filed on June 15, 2026 (**Dkt. No. 56**). Petitioner Kassandra Morgan (“Kassie” or “Mother”) was represented by Sadé A. Turner and Julie Coomer of the law firm of Strong & Hanni and Respondent D. Marc John Morgan (“Marc” or “Father”) was represented by Alixandria Young-Jui of Amber McFee Law. The Court, having reviewed the parties’ Stipulation and Settlement Agreement (“Agreement”) and the pleadings in this matter and being fully advised in the premises, and having entered its Findings of Fact and Conclusions of Law, hereby,

ORDERS, ADJUDGES, AND DECREES as follows:

JURISDICTION

1. Mother and Father are bona fide residents of Utah County, State of Utah, and have been for at least three (3) months immediately prior to the filing of this divorce action.

MARRIAGE

2. The parties were married in Salt Lake County, Utah on March 9, 2013, and are currently married.

GROUND

3. The parties have encountered differences which they cannot reconcile, and the marriage is irretrievably broken. The parties should be granted a decree of divorce on the grounds of irreconcilable differences.

CHILDREN

4. The parties have four (4) minor children born during the marriage, namely: K.J.M. (born January 2016 - 10 years old, girl), M.S.M. (born November 2017 – 8 years old, boy), L.L.M. (born June 2020 – 5 years old, girl), and S.R.M. (born September 2021 – 4 years old, girl). Kassandra is not currently pregnant, and the parties are not expecting any other children.

5. The minor children have resided in Utah for at least six (6) months immediately preceding the filing of this action. Utah is the home state for the minor children and has jurisdiction.

CUSTODY AND PARENT-TIME

6. Legal Custody. The parties shall be awarded joint legal custody and decision-

making authority regarding significant issues affecting the minor children, consistent with the parenting plan set forth herein. Should a dispute arise regarding a co-parenting issue, the parties should discuss the matter and follow the process set forth in the paragraphs below titled “Final Decision-Making.”

7. Final Decision-Making. Major decisions such as education, non-emergency health care, religious upbringing, dental/orthodontic should be made jointly. In the event the parties cannot come to an agreement on a major decision, the parties should use the following decision-making procedure as their guide.

- a. The parties shall initially identify the issue;
- b. The parties shall inform each other when issues arise regarding the children, and will do so within a reasonable period of time, prior to making significant decisions regarding the children.
- c. If the decision involves medical, mental health, religious or school issues, the parties shall consult the relevant professionals such as treating physicians, therapists, or educators.
- d. The parties agree the children shall continue treating with their current medical providers unless there is mutual written agreement of the parties to change the providers or further Court order. The parties shall follow the recommendations of the children’s medical providers.
- e. The children shall remain in their current schools and feeder schools unless otherwise agreed in writing.
- f. Both parties shall be afforded the opportunity to gather and exchange information

that would be helpful in making a decision and present that information to the other party and listen to and attempt to understand the other parent’s perspective.

- g. The parties shall brainstorm all possible solutions related to that specific issue, and;
- h. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the child(ren), in an attempt to reach a solution in the best interest of the child(ren).
- i. If a disagreement arises, the parties shall first calmly identify the issue, communicate their respective positions, and then attempt to come to a resolution. Should the parties be unable to come to an agreement after following this final decision-making process, the parties shall schedule a mediation within 30 days. If the parties are unable to mediate within 30 days and/or they are still unable to reach a resolution, then either party may seek intervention from the Court.

2. Physical Custody and Parent-Time. The parties shall share joint physical custody of the minor children pursuant to Utah Code Ann. § 81-9-305. Parent-time shall be as the parties agree. If the parties cannot agree, then parent time shall be 50/50 on a 2-2-5 basis. Marc’s parent-time shall be on Monday and Tuesday and Kassie’s parent-time shall be on Wednesday and Thursday with the parties alternating weekends. The parent-time schedule shall begin June 13, 2026, with Kassie beginning the weekend rotation.

3. Holiday Parent-Time. Holiday parent-time shall be as the parties agree. If they cannot agree, then holiday parent-time shall be pursuant to Utah Code Ann. §81-9-303(15).

Holiday and Time	Years Kassie is granted	Years Marc is granted
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	holiday	holiday
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: upon delivering the minor child to school on the day that school resumes.	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: upon delivering the minor child to school on the day that 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: upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: upon delivering the minor child to school on the day that school resumes.	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.	Kassie	Kassie
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.	Marc	Marc
Juneteenth National Freedom Day (1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is	Even years	Odd years

not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 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 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: upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Fall Break (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Halloween (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed on Wednesday for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Winter Break (First half)	Odd years	Even years

4. Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.		
Winter Break (Second half) (1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Child's Birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Either day before or day after child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

10. Summer/Extended Parent-Time. Each party shall be entitled to two weeks of uninterrupted parent time during the summer when school is not in session. In even years, Marc shall be awarded first choice for uninterrupted summer parent time and shall provide notice of his preferred parent-time by May 1, and Kassie shall provide notice of her preferred parent time by May 15. In odd years, Kassie shall be awarded first choice for uninterrupted summer parent time and shall provide notice of her preferred parent-time by May 1, and Marc shall provide notice of his preferred parent time by May 15.

PARENTING PLAN

Transportation

11. The receiving parent shall pick up the children from the other parent's residence unless otherwise agreed in writing beforehand, except that, where possible, the parties will do school-to-school exchanges.

Sleeping Arrangements

12. The parties shall ensure that they have appropriate sleeping arrangements for the children during their parent time. The children shall have separate bedrooms by gender (M.M. in his own room and the girls in separate bedrooms). Each child shall have their own bed which shall be a real bed and not a sofa bed, futon, air mattress, or a mattress on the floor.

13. The children shall be put to bed in their own bedrooms and their own beds at night. If one of the children wakes up in the middle of the night and goes to the parents bedroom to sleep, the parent shall walk the child back to their bed and soothe the child in their own bed.

Relocation

14. The notice provisions of Utah Code Ann. § 81-9-209 shall apply in the event of a party relocating more than 30 miles from one another. This should trigger a discussion of what parent-time and custody should be for the relocating parent. If the parties cannot agree as to the parent-time and custody schedule, the parties should attend mediation. If the parties are still unable to reach a resolution, then either party may seek intervention from the Court.

Day-to-Day Decision Making

15. Each parent shall have the right to make day-to-day decisions concerning the children while they are in the care of that parent. Each party should have the right to make emergency decisions regarding the children's safety or health while they are in the care of that party. Each party should notify the other party as soon as reasonably possible in the event of a medical emergency concerning the children.

Right of First Refusal

16. The parties agree that parental care is presumed to be better for the minor children than surrogate care. The right of first refusal shall be overnight.

Access to Records

17. The parties should both be contacts for the children's records and have access to all school, childcare, medical, dental, psychological, government agency, law enforcement, and other records for the children.

Travel

18. If a party will be traveling out of the State of Utah with the minor children during their parent-time, the party taking the children on the trip shall provide the other party with:

- a. An itinerary of travel dates;
- b. Destinations;
- c. Places where the minor 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 minor children's location.

19. If the children are traveling to a location that has limited or no cellphone service, the parties shall ensure that the other party has the contact information of a third party who can contact the traveling party in the event of an emergency.

Passports

20. The parties shall cooperate in obtaining and maintaining current passports for the minor children. Both parents shall have pictures/photocopies of the current passports to book travel. The parties shall ensure that the parent who is set to travel internationally with the children has the passport books in his/her possession no less than 30 days prior to departure. Notice should be provided and consent obtained no less than 30 days prior to departure. Except as otherwise specified above, neither party shall unreasonably withhold consent for international

travel and neither party shall refuse to cooperate with signing/notarizing documentation needed to allow the minor children to travel internationally with the other parent which shall be provided no later than 7 days prior to departure.

Communication

21. The parties shall use Our Family Wizard (OFW) to communicate regarding the children, unless they otherwise agree in writing on a different mode of communication.

Communication between the parties should be civil.

22. The parties shall ensure that the other parent has all updates to any changes made to their physical addresses, email addresses, and phone numbers within twenty-four (24) hours of the change.

23. The parties shall use their best efforts to communicate and share information with each other on a regular basis regarding the children, in order to keep one another apprised of what is happening in the children's lives.

Communication with the Children

24. The parties should promote a healthy, beneficial relationship between the children and the other party.

25. Each party should permit and encourage the children, during reasonable hours and for reasonable duration, uncensored communication with the other party in the form of telephone calls, electronic mail, text messages, Facetime, or any other reasonable method.

26. The parties should give the children privacy during their communications with the other party and should not interfere with or monitor the communication between the children and the other party.

Mutual Restraints and Miscellaneous

27. Neither party shall make derogatory remarks concerning the other party in the presence of the minor children, including, but not limited to work, travel, religion, personal decisions, relationships, etc. Further the parties shall remove the children from the presence of any third party doing the same.

28. Neither party shall use the children to relay messages to the other party or to keep “secrets” from the other party.

29. Neither party shall discuss custody, parent-time, support, or other issues in dispute, subject to disagreement, or at issue in litigation in the presence or within earshot of the children.

30. Neither party shall actively or intentionally alienate the children from the other parent.

31. Neither party shall question the children about the other party’s activities, personal relationships, or how the other party spends his/her money. Each party shall be supportive and respectful of the other party in the presence of the children.

32. Neither party shall schedule appointments and/or activities for the children that may interfere with the other party’s parent-time without obtaining the other parent’s consent, in writing and in advance.

33. Neither party shall enter the home of the other party when the other party is not home. Neither party shall enter the home of the other party without knocking and being invited in by the other party or another adult living at the residence.

34. Neither party will introduce the minor children to a person with whom he or she is having a romantic relationship until they have been in a significant relationship for at least six months. The other party should provide information of the significant other before introducing the minor children so that the parties can conduct a background check if necessary.

35. Special consideration should be given by each parent to make the minor children available to attend family functions such as weddings, funerals, religious holidays, important ceremonies, and other significant events in the life of the children.

36. The parties shall respect the children's personal privacy and emotional boundaries. Neither party shall be present in the same room with a child while the child is changing clothes, using the bathroom, bathing, or showering, except in the case of an emergency or where the child reasonably requires age-appropriate assistance.

37. Neither party shall audio or video record the children or co-parenting interactions exchanges, telephone calls, video calls, or other communications or interactions between the children and either parent, except by prior written agreement of the parties or by court order.

Electronics, Apps, and Social Media

38. The parties shall maintain reasonable and age-appropriate parental controls, privacy, screen-time limits, content restrictions, and monitoring tools on any electronic device or application used by the children.

39. Both parties shall have access to parental controls. Neither party shall remove, disable, bypass, or assist the children in bypassing parental controls, restrictions, passwords, monitoring software, or safety settings established for the children's benefit.

40. Neither party shall use the children's electronic devices, accounts, applications, or social media for the purpose of monitoring, recording, harassing, disparaging, or interfering with the other party's parenting time or communications with the children.

41. The parties shall confer and make joint decisions regarding the children's access to cell phones, tablets, computers, gaming systems, social media accounts, messaging applications, internet access, and other electronic devices or applications. Neither party shall create, permit, or encourage the children to create or use any social media account, messaging application, online gaming account, or similar electronic platform without first notifying the other party and obtaining mutual agreement.

42. The parties shall ensure that all firearms are secured in a locked safe and that the children do not have access or the ability to access the firearms.

Child Support

43. Child Support will be calculated for Kassie at \$3,719/month and an income for Marc at \$9,466/month. Child support shall be determined on a joint custody calculator with Kassie having 183 overnights and Marc having 182 overnights. Marc shall pay \$576/month as a monthly child support obligation which shall be included in the alimony provisions as stated below. Child support will be used for the use and benefit of the parties' minor children. Child support obligations shall not be dischargeable in bankruptcy proceedings

5. Automatic Reduction. Unless the Court orders otherwise, support for the children terminates at the time (1) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of

the United States, or is emancipated in accordance with Utah Code §81-6-213 *et seq.*

6. Recalculation of Child Support. 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% or 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.
7. Under Utah Code §81-6-212 the parties have a right to modify this child support order at any time by petition if there has been a material change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) 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.
8. Child support is due on the first of the month but should be paid in two monthly installments, one-half on the 5th and one-half on the 20th of each month, and

should continue until the minor child(ren) reaches the age of 18, or graduates from high school during the child's normal and expected year of graduation, whichever is later, or when the child dies, marries, becomes a member of the armed forces of the United States or is emancipated in accordance with Utah law.

9. Unless otherwise modified pursuant to the terms contained herein, if a child reaches the age of majority, the child support calculator shall be used to recalculate child support using the same overnights as the original child support worksheet so long as the custody agreement herein remains unchanged.

Medical Insurance and Out-of-Pocket Expenses

44. The parties agree to equally share the total out-of-pocket cost of the medical and dental insurance premium actually paid for the children's portion of the medical, vision and dental insurance as provided in Utah Code Ann. §81-6-208.

45. Currently, Marc is providing health insurance for the children and shall be the primary. In the event that Kassie obtains health insurance or if Marc is able to obtain health insurance for a more reasonable cost, the parties shall utilize the insurance that provides the best benefit to the children. In the event that the children are double covered, Marc's insurance shall be the primary and Kassie's shall be the secondary.

46. The parties shall be required to provide verification of the health insurance policy and premiums to the other party on behalf of the minor children and any new health insurance cards received shall be provided by the parties.

47. The parties shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parties.

48. In addition to any other sanctions provided by the Court, either party incurring medical, vision, and/or dental expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with the above paragraphs.

Therapy

49. The parties agree that K.M. shall be put in therapy. They shall equally share the out-of-pocket costs for any therapy for the parties' minor children. The parties shall attempt to use a therapist that is covered by insurance.

Extracurricular Activities

50. The parties shall equally share in the costs of any extracurricular activities for the children that is agreed upon in writing.

51. The party who incurs the extracurricular expense shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed within thirty (30) days of receiving the verification of incurred expenses.

52. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the child attend during his or her parent time. If the children have extracurricular activities during their parent-time, then that party should be responsible for transporting the children to and looking after the children during the extracurricular activities. If

an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child(ren) attend during his or her parent time.

Education and Childcare Related Expenses

53. The parties should share equally in all education related expenses including school supplies, fees, textbooks, etc. The parties shall pay their own childcare costs.

Taxes and Exemption

54. The parties shall claim the minor children as dependency exemptions for purposes of filing federal and state tax returns as follows:

- a. When there are four children, each party shall claim two children. When there are three children, the parties shall each claim one child and alternate claiming the third child with Kassie beginning the cycle. When there are two children, the parties shall each claim a child. When only one child remains, the parties shall alternate claiming the child.

10. Notwithstanding the information set forth above, pursuant to Utah Code Ann. §81-6-210, Marc should not be allowed to claim the children as a tax exemption if he is not current on his child support obligation as of December 31st of the tax year he is entitled to the exemption.

11. The parties shall cooperate in signing any forms required by the IRS to allow the other party to claim the children when he or she is entitled to the exemption.

12. The parties have already filed their 2025 tax returns. If there is any outstanding balance on any prior tax years filed jointly, the parties shall discuss the issue and try to resolve it, if they are unable to come to an agreement, they shall mediate the issue. If they cannot agree at mediation the parties may seek court intervention.

Life Insurance

58. So long as the parties have minor children, they shall use best efforts to maintain their current life insurance policies. Kassie's life insurance is \$500,000 and Marc's is \$1,500,000. The policy shall be used for the benefit of the children.

59. Each party's required life insurance obligation shall continue in an amount sufficient to secure that party's remaining child support and alimony obligations, if any. Once the oldest child reaches the age of majority, if the remaining death benefit under a party's policy exceeds that party's outstanding child support and alimony obligations, the party may reduce the policy amount so long as the remaining coverage is not less than the total outstanding child support and alimony obligation.

60. Once all of the children have reached the age of majority and there is no remaining child support obligation, the parties shall no longer be required to maintain life insurance for the purpose of securing child support.

61. The parties shall exchange life insurance information by January 1 of each year.

Kassie's Health and Car Insurance

62. The parties shall wait to file the final documents for this action until Kassie is able to obtain her own health insurance but by no later than October 1, 2026. Marc shall maintain Kassie on his health insurance until this time. Kassie shall pay \$422/month total for her health insurance and her ½ portion of the children's insurance while she remains on the health insurance. Once Kassie is removed from the health insurance, then she will pay her pro rata share of the children's health insurance in accordance with the provisions herein.

63. Marc shall continue to insure Kassie on his parent's car insurance until she is able to switch to her own policy but no later than September 30, 2026.

Alimony

64. Marc shall pay Kassie \$1,200/month in family support, which includes the child support amount from July 1, 2026, to September 30, 2027. Beginning on October 1, 2027, Marc's support obligation shall be reduced to \$1,000/month in family support until June 2028.

65. Alimony shall be paid $\frac{1}{2}$ on the 5th and $\frac{1}{2}$ on the 20th of each month. Alimony shall terminate upon the death, remarriage, or cohabitation of Kassie.

Personal Property

66. During the marriage, the parties have acquired certain personal property, items of household goods, furnishings, fixtures, appliances and other items of personal property. The personal property items have already been divided except that Marc shall be awarded: the grey couch, the washer and dryer set not currently being used, barbeque grill, and the tools remaining in the garage.

67. The parties miniature golden doodle shall be awarded to Kassie. When feasible, the dog should travel with the children for parent time.

Vehicles

68. The parties should each be awarded the vehicles as follows:

- a. The 2021 Subaru Ascent, and all related equipment/parts should be awarded to Kassie free and clear of any interest by Marc. Parties should ensure the vehicle title is transferred to Kassie's name by September 1, 2026.

Real Property

69. During the marriage the parties have acquired real property located at 2733 East Saddle Rock Road, Eagle Mountain, UT 84005. (“Marital Home”). Kassie shall be awarded the marital home free and clear of any interest from Marc and all equity of the home.

- a. Kassie shall have until June 30, 2028, to assume the mortgage or refinance the home into her name. If Kassie is unable to assume the mortgage or refinance the home into her name by June 30, 2028, she shall immediately begin the process to list the home for sale.
 - i. Kassie should use reasonable best efforts to find a realtor, then should follow the recommendations of the realtor regarding listing price, reductions in price, counteroffers, and reasonable offers to accept. Kassie should also follow the recommendations of the realtor regarding repairs, home preparations, staging, cleaning, showing availability, marketing, and maintenance necessary to sell the home for the best price.
- b. Beginning July 1, 2026, Kassie shall be responsible for the monthly mortgage payment, all utilities, insurance, property taxes, and all upkeep associated with the property. Kassie shall assume all liability, debt, and encumbrance associated with the home and hold Marc harmless and indemnify him from the same.
- c. If Kassie is more than 30 days delinquent on her mortgage payments for the home, she shall immediately begin the process to list the home for sale subject to the provisions above.
- d. If Kassie remarries or cohabitates, she shall refinance or assume the mortgage within 90 days. If she is unable to remove Marc from the mortgage in that time,

she shall immediately begin the process to list the home for sale subject to the provisions above.

- e. Marc shall move out of the home by June 30, 2026.
- f. This agreement was in contemplation of the overall division of the marital estate as stated herein.

Business

70. The parties have acquired a business called Flora Cleaning that is owned by Kassie. Kassie shall be awarded the business free and clear of any interest from Marc and Kassie shall not hold Marc liable for any debts associated with the business therefrom.

Financial Accounts

71. The parties have acquired several bank accounts during the marriage the parties shall each take the bank accounts held in their own names free and clear of any interest from the other party, except as otherwise provided herein. The parties do not own any joint bank accounts. However, if any such account exists, the value of the account shall be split equally and closed within 30 days of signing this Agreement.

Debt

72. The parties do not have any marital credit card debt. Each party shall be responsible for the debts for any accounts held in their own name and since the date of separation.

73. The parties agree to indemnify and hold the other party harmless from any liability on the debts each party is ordered to pay. Each party should notify the respective

creditors or obligees regarding the Court's division of the debts, obligations, and liabilities, and provide the parties' separate current addresses to the respective creditors and obligees.

Retirement/Investment Accounts

74. The parties' have acquired several retirement and investment accounts during the marriage which shall be divided as follows:

Retirement/Investment Description	Approximate Balance	Kassie	Marc
Empower 401(k) Plan Acct #1248	\$62,500.00	0%	100%
Fidelity Roth IRA #3807	\$27,00.00	\$7,000 or 26% to adjust for market fluctuation	\$20,000 or 74% to adjust for market fluctuation
Fidelity Investment Acct #6434	\$145,552.00	\$13,000 or 9% to adjust for market fluctuation	\$132,552 or 91% to adjust for market fluctuation
Charles Schwab Acct #4206	\$5,848	0%	100%

75. The parties shall use their best efforts to divide the accounts within thirty (30) days of this Agreement. The parties shall cooperate in signing any necessary documents to effectuate the transfers.

76. This division was contemplated with the overall division of the marital estate and taking into account the Real Property provisions herein.

MISCELLANEOUS PROVISIONS

77. Cooperation. The parties shall cooperate with one another to effectuate the terms of the Agreement and subsequent Decree of Divorce

78. Motion to Enforce. If it becomes necessary to file a motion to enforce, the prevailing party shall be entitled to recover his or her reasonable attorney fees and costs in having the bring the matter before the Court.

79. Petition to Modify. Both parties shall provide direct care for the children during their parent time except for normal employment. Barring a legitimate emergency, direct care means available to be present and supervise the children during their parent time. If either party is unavailable to provide direct care for the children during their parent-time for more than 10 days per year, than this may be a basis for a modification before the Court. This provision relates solely to parental absences away from their residence and shall not be construed to prevent the children from having sleepovers.

80. Negotiated Agreement. The Agreement was negotiated with both parties participating fulling in setting forth its terms, and thus any ambiguity will not be construed against either party. If either party made a misrepresentation in the Agreement, the other party shall have all rights available against that party at common law for the misrepresentation.

81. Fair Settlement Disclosure. Both parties disclose that the terms of the Agreement are fair and reasonable and that they agreed to the terms voluntarily and of their own free will, and that he or she did so free from any undue influence, threat, or duress. Neither party has relied upon the representations of the other as to any fact in choosing to settle this action. Both parties have relied upon his or her own independent knowledge of the facts in choosing to resolve this case. Each party has independently assessed the values of the vehicles and property.

82. Full Disclosure and Transparency. The parties have provided one another with information as to all marital assets. In the event it is discovered that a significant asset has been deliberately withheld, the asset shall become the asset of the other party. If either party becomes aware of an asset with value greater than \$2,500 that was unknown or inadvertently undisclosed they will promptly notify the other party and the asset shall be equally shared.

83. Attorney Fees. The parties agree to each be responsible and liable for his or her own attorneys' fees and costs.

IT IS SO ORDERED

-END OF ORDER-

****EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE
SIGNATURE AND SEAL AT THE TOP OF PAGE 1****

APPROVED AS TO FORM:

DATED this 9th day of July 2026.

/s/Alixandria Young-Jui

Amber McFee

Alixandria Young-Jui

Attorneys for Respondent Marc Morgan

*Electronically signed with Alixandria Young-Jui permission given on 7/9/26 via email by Julie Coomer.

RULE 7(j)(4) NOTICE

Pursuant to Utah Rule of Civil Procedure 7(j)(4), if you object to the form of this proposed order, then you must file your written objection with the court and serve the same upon the parties or their counsel within seven (7) days after service of this notice, plus three (3) days for mailing if this notice is mailed via U.S. Mail. Should no objections to the form of the proposed order be submitted to the court and the parties or their counsel within seven (7) days after service of this proposed order upon you, then the foregoing shall be presented to the court for entry; whereby, this proposed order shall, most likely, be entered as a final order of the court.

I certify that this document was served to the opposing party via email on this 6th day of July 2026.

STRONG & HANNI

/s/Julie Coomer

Sadé A. Turner

Julianne Coomer
Attorneys for Petitioner Kassandra Morgan

CERIFICATE OF SERVICE

I HEREBY certify that on this 28th day of July 2026, a true and correct copy of the foregoing document was served by the method indicated below, to the following:

Amber McFee
Alixandria Young-Jui
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Sandy, UT 84070
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Attorneys for Respondent

☐ U.S. Mail, Postage Prepaid
☐ Hand Delivered
☐ Overnight Mail
☐ Facsimile Transmission
☒ Email
☐ EFC

/s/ Denise Hughes