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PRIVATE DOCUMENT

IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH
75 E. 80 N., Suite 202, American Fork, UT 84003-0986

In the matter of the marriage of

CAITLYN LEE COTTRELL,

Petitioner,

and

DAVID COURTLAND COTTRELL,

Respondent.

DECREE OF DIVORCE

Case No. 244100066 DA

Judge Roger W. Griffin
Commissioner Marian Ito

This matter comes before the Court pursuant to the Petition and Counter-petition for Divorce, the Petitioner, Caitlyn Lee Cottrell (“Petitioner” or “Mother” or “Caitlyn”) having filed a Petition for Divorce against the Respondent, David Courtland Cottrell (“Respondent” or “Father” or “David”) and Respondent having filed a Counter-petition for Divorce against the Petitioner. A final resolution on all issues was reached by agreement as reflected in the Stipulation and Settlement Agreement, signed by the parties before a notary public and on file with the Court.

The Court, having approved the parties' agreement, and having entered appropriate Findings of Fact & Conclusions of Law, and otherwise being fully informed in the premises, for good cause appearing does hereby ORDER, ADJUDGE, AND DECREE as follows:

DIVORCE

1. The parties are hereby awarded a divorce, one from the other, on the grounds of irreconcilable differences, the same to become final upon entry of this Decree of Divorce by the clerk of the court.

CUSTODY AND PARENT-TIME

2. The parties are together the parents of three minor children, to wit: O.D.C., born 10/05/2013; A.L.C., born 09/01/2015; and I.C.C., born 07/17/2018. No other minor children are expected.

3. The parties are awarded joint physical and joint legal custody of the minor children as set forth herein. Mother is hereby designated the primary residential custodial parent.

4. Provisions related to Parent-time:

a. Regular Parent-time. Parent-time between the parents and children shall be as the parties can agree, taking into consideration the limitations on Father due to his current health status. When Father's health permits, it is the intention of the parties to allow Father to exercise parent-time in an amount which qualifies as joint physical custody. Until then, Father shall continue to exercise parent-time as he currently receives it, so long as Father is capable of providing adequate care for the children, continues

receiving treatment for both mental and physical challenges caused by Father's stroke, and continues to follow the medication recommendations from Father's physician. Father's current parent-time consists of one (1) overnight visit each week beginning on Friday when school is released and ending at 4:00 PM the following day, and (2) every Monday beginning after school and ending at 7:00 PM.

b. For purposes of the foregoing subparagraph, "adequate care" shall include the consistent and reliable provision of the minor children's basic needs, including but not limited to: (a) providing sufficient, age-appropriate nutrition during parent-time; (b) maintaining appropriate hygiene, including regular bathing, clean clothing, and grooming; (c) ensuring the children are dressed in clean, properly fitting, and weather-appropriate clothing; (d) timely and consistent attendance at school and all scheduled extracurricular activities, including punctual pick-up and drop-off; (e) active participation in the children's educational responsibilities, including awareness of school assignments, deadlines, and communications from teachers or school staff; and (f) maintaining a safe, stable, and sanitary living environment.

c. Beginning when Father is allowed to drive, Father will receive regular parent-time pursuant to the following schedule:

i. Weekdays. Every Monday beginning at the time school is released, or at 9:00 AM if school is not in session that day, and ending the following day when school begins, or at 9:00 AM if school is not in session that day.

ii. Weekends. Every Friday beginning at the time school is released, or at 9:00 AM if school is not in session that day, and ending the following day at 4:00 PM. However, for the first weekend of each month, Father shall keep the children from the time he receives them on Friday until Sunday morning at 9:00 AM.

d. If Father has a seizure and is restricted from driving, his parent time will revert to the time outlined in paragraph 4(a) of this document. During this time, Mother will provide 100% of the transportation of the children for Father's parent-time. When Father is allowed to drive again, his parent-time will return to the time as outlined in 4(c) and the parties will return to the transportation plan outlined in this Decree.

e. Upon the completion of one (1) year of parent-time under the schedule outlined in paragraph 4(c) of this Decree, including Father providing adequate care for the children as previously defined, Father shall be entitled to seek a petition to modify parent-time at Father's

election, with the completion of the one (1) year constituting a substantial and material change in circumstances.

f. Holiday Parent-time.

i. The following holidays are awarded to Father in even-numbered years and to Mother in odd-numbered years.

1. Independence Day, beginning on July 4 at 9:00 AM and ending on July 5 at 9:00 AM.

2. Labor Day, beginning at 9:00 AM on Labor Day and ending on Labor Day at 7:00 PM. However, unless a parent intends to travel with the children for this holiday and notifies the other parent one (1) week in advance, the holiday shall be waived and the parties shall follow the regular parent-time schedule rotation.

3. Halloween, beginning on October 31 when school is released (or 4:00 PM if school is not in session) and ending on October 31 at 9:00 PM.

4. Christmas Eve, beginning on December 23 at 9:00 AM and ending on December 24 at 9:00 PM.

5. New Year's Eve, beginning on December 31 at 9:00 AM and ending the following day at 9:00 AM.

ii. The following holidays are awarded to Mother in even-numbered years and to Father in odd-numbered years.

1. Memorial Day, beginning at 9:00 AM on Memorial Day and ending on Memorial Day at 7:00 PM. However, unless a parent intends to travel with the children for this holiday and notifies the other parent one (1) week in advance, the holiday shall be waived and the parties shall follow the regular parent-time schedule rotation.

2. Pioneer Day, beginning on July 24 at 9:00 AM and ending on July 25 at 9:00 AM.

3. Thanksgiving, beginning at 9:00 AM on Thanksgiving Day and ending at 9:00 PM on Thanksgiving Day.

4. Christmas Day, beginning at 9:00 PM on December 24 and ending at 9:00 PM on December 26.

5. New Year's Day, beginning at 9:00 AM on January 1 and ending at 9:00 AM the following day.

iii. Father is entitled to parent-time every Father's Day beginning at 9:00 AM and ending at 7:00 PM.

iv. Mother is entitled to parent-time every Mother's Day beginning at 9:00 AM and ending at 7:00 PM.

- v. For children's birthdays, parent-time will follow the normal schedule, except each parent shall be entitled to spend one hour with the child on the child's birthday. The parent exercising the one-hour visit shall elect the time for the visit so long as it occurs sometime between 9:00 AM and 10:00 PM.
- vi. Spring Break and Fall Break shall follow the normal parent-time schedule, however, the parties shall be flexible in allowing liberal parent-time during the breaks, with Father having a priority for events for Spring Break in even-numbered years (and Mother a reciprocal priority in odd-numbered years) and Father having a priority for events for Fall Break in odd-numbered years (and Mother a reciprocal priority in even-numbered years).
- g. The parties are free to agree upon deviations to the foregoing parent-time schedule, so long as such agreements are in writing. "Writing" includes emails and text messages.
- h. Extended Parent-time.
 - i. The parties agree that each party shall receive 2 weeks of uninterrupted extended parent time with the minor children during summer break, health permitting.

ii. Designations for the two weeks of uninterrupted extended time shall be made in writing by the parent having the first choice no later than May 1st of each year. Failing to make a designation by May 1st does not divest a parent of his or her 2 weeks of uninterrupted parent time but may divest that parent of having first choice for his or her 2 weeks. The parties agree that Mother will have first choice of 2-week uninterrupted time in all odd numbered years and that Father will have first choice in all even-numbered years.

iii. Designations for the two weeks of uninterrupted extended parent-time may be made in writing by the parent having the second choice as early as May 2, but no later than May 15. Failing to make a designation by May 15 does not divest a parent of his or her 2 weeks of uninterrupted parent time but may divest that parent of having the choice for his or her 2 weeks.

iv. If neither parent timely designates his or her extended parent-time, the first parent to designate his or her extended parent-time shall be entitled to that choice. However, neither parent shall be entitled to extended parent-time that is not designated at least two (2) weeks in advance unless otherwise agreed upon between the parties in writing.

- v. Neither parent may designate extended parent-time which would interrupt holiday parent-time to which the other parent is entitled.
- vi. The parties shall provide notice of travel plans, itineraries, and contact information within a reasonable time prior to traveling with the minor children.
- i. Parent-time exchanges for the minor children shall occur at school when school is in session. If the minor children are not in school, exchanges of the minor children shall occur curbside at the parent's residences at 9:00 am unless otherwise agreed upon in writing by the parties. (For purposes of what constitutes "in writing," the parties agree that texts shall qualify as "in writing" along with postings upon Our Family Wizard as set forth herein.) The parties, or an individual designated by the parties, so long as said individual is known to the minor children and the other parent, shall be able to perform exchanges. The party who is picking up for her or his parent-time shall provide transportation for exchanges. The parties shall be on time for exchanges and, barring emergencies or agreement otherwise, the parties shall not be later than 15 minutes to exchanges.
- j. Telephone: Telephone contact shall be at reasonable hours and for a reasonable duration. The parents should not restrict the children from

calling the other parent. Each parent should ensure that a child has privacy during the child's communication with the other parent. Neither parent shall interfere with or monitor communications between a child and the other parent.

k. Agreements re: Parent-time: Any post-Decree agreements related to parent-time between the parties should be memorialized in writing, such as email, text, or any other electronic form of communication in common use between the parties.

l. Exchanges. The receiving parent shall be responsible for picking up the children from the other parent. A stepparent, grandparent, or other responsible adult designated by a parent, may pick up the children for parent-time if the other parent is aware of the identity of the individual and the parent exercising parent-time will be with the children by 7 p.m.

m. Right of First Refusal. Each party shall have the first right to provide direct care of the minor children when the other parent is unavailable to provide direct care for a period exceeding three (3) hours. The parent exercising this right shall be responsible for providing the transportation for the minor children to and from the other parent. The parties shall keep each other informed of all individuals who provide care for the minor children, and the location of where such childcare is to

occur. Each party shall be required to inform the other party when he or she is unable to provide direct care for the minor children. If a child is old enough not to require childcare, the right of first refusal to provide childcare shall not apply to that child; however, neither parent shall restrict that child from spending that time with the other parent. The parties further agree to discuss overnights with stepparents or extended family members in advance and come to an agreement on such occasions. The parties agree that developing relationships with extended family members and stepparents is important and should grant such requests for overnights when reasonable.

5. Parenting Plan. The following parenting plan shall apply to the parties and to each of the parties' children during the child's minority:

a. Each parent shall have authority to make day-to-day decisions involving a child when the child is in his or her care. Each parent shall also have authority to make emergency decisions involving a child while in his or her care. The parent involved in an emergency with a child shall immediately notify the other parent of the emergency.

b. For major decisions, such as those matters pertaining to the health, education, and religion of a child, the parties shall consult with one another in good faith to make the best decision for the child. If the parties are unable to reach an agreement after a good faith discussion and

consideration of each other's suggestions, the parties will meet with a professional in the field of dispute (including, for example, the child's teacher for a decision regarding education matters, or a doctor for a decision for medical matters). If the parties still cannot reach an agreement, the parties will seek mediation and split the associated costs of the mediator, and will be responsible for their own respective attorney fees. If Father does not elect to pursue mediation, or if the parties cannot reach an agreement at mediation, Mother shall have presumptive decision-making authority, subject to Father's right to challenge in court whether the decision is in the best interests of the child. Mother shall notify Father of her decision via email.

i. The decision to allow a child to have his or her own cell phone shall be considered a major decision requiring the parties to follow the foregoing decision-making process.

ii. The decision to allow a child to have a social media account shall be considered a major decision requiring the parties to follow the foregoing decision-making process.

c. Education Plan.

i. The children will attend school based on Mother's residence. If Mother intends to relocate such that the children's

school placement would change, Mother shall provide Father advance notice of at least ninety (90) days.

- ii. Both parents shall be allowed to check the children out of school; however, neither party shall unilaterally allow a child to miss school except for a child's illness during that parent's parent-time. If a child is missing school due to illness, the other parent shall be immediately notified.
- iii. Both parties shall have access to the minor children while they are in school so long as the contact is not disruptive and is consistent with school policies. The minor children should not be removed from school during a time when a child is with the other parent for visitation unless expressly agreed upon by the parties in writing prior.
- iv. Both parties shall use their best efforts to ensure that all homework and school related assignments and responsibilities are completed during respective parent time and contribute to any large projects that need to be done.
- v. Both parents shall use their best efforts to ensure that the minor children attend school consistently and are neither absent nor tardy unless agreed upon, the absences are for known travel or

family events, emergency; or, because the minor child is actually ill.

vi. The parties will share equally in any and all mandatory fees incurred for the benefit of the minor children including but not limited to: school tuitions and/or fees related to school, school lunches, and school activities fees and costs required by a third party to participate in the activity.

vii. The parties shall equally share school lunch related costs for the minor children. The amount will be put on the shared cost financial sheet for the month and be paid by the first day of the following month that lunch funds were paid.

d. Each parent is entitled to have access to records and the ability to consult with the children's educators, child care providers, and health care providers.

e. All communication between the parties shall be conducted in a civil and respectful manner. The parties may communicate through any mutually acceptable means.

f. A parent may allow a child to travel with a sports team, religious group, school group, or with trusted relatives or friends for a period not to exceed two overnights, and so long as it occurs during that parent's parent-

time, without the other parent's consent. For such travel that will exceed two overnights, both parents must consent to the travel.

g. All communication regarding decisions about the children shall be made outside of the children's presence whenever possible, and neither party shall allow the children to view any written communications between the parents without the other parent's consent.

h. The parties shall seek to shield the children from all forms of parental conflict, wherever possible. The parties will not allow the conversation to become heated or overly emotional, especially in the presence of the children.

i. The parties shall communicate with one another in a timely manner regarding matters affecting one or more of the children.

j. Neither party shall discuss anything pertaining to the other party or the above-entitled case on social media or any other public forums.

k. 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 life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

l. Both parties have the right to know where the children reside and any individual(s) with whom the children reside. As such, each party shall

provide full disclosure of their current address and shall provide reasonable advance notice of any changes of address. In addition, at the request of either party, the other party shall provide the full names of any individuals with whom the children have regular contact. Neither party shall be allowed to come to the other party's residence without the express invitation of the other party.

m. Neither party shall allow the children to sleep in the same room with an unrelated adult.

n. Both parties have the right to the basic contact information of the other party. As such, so long as the children are minors, the parties shall provide one another updated phone numbers and email addresses at all times.

o. The parties shall notify one another of all child-related matters that could be defined as an "emergency" or those matters requiring an immediate decision as soon as reasonably possible.

p. Neither party will use the children as messengers between the parties.

q. Neither party shall make negative, derogatory or disparaging remarks regarding the other parent in front of the minor children or do or say anything that will tend to undermine, damage or harm the parent-child

relationship of the other parent, and shall be under an affirmative duty to prevent third parties from doing the same.

r. Neither party shall discuss the current court proceedings or any future court proceedings in the presence of the minor children, or allow third parties to do so.

s. Neither party shall discuss parental disputes or disagreements in the presence of the minor children or seek to involve the child in parental disputes or disagreements.

t. Neither party will interrogate the child(ren) regarding the other parent or require the child(ren) to provide an accounting of time spent with the other parent.

u. Our Family Wizard. The parties have used the application “Our Family Wizard” (OFW) for communication. However, moving forward, the parties agree that they will no longer utilize OFW, and will communicate primarily through text messages and email. However, in the event a dispute arises and text and email communication is no longer effective or appropriate, the party may provide written notice to the other requiring that all future communications occur through OFW. Each party will be responsible for any fees, costs, and subscription expenses associated with their own use of the OFW. Thereafter, OFW will be used

moving forward unless both parties can agree that returning to text or email is appropriate.

v. Both parties shall cooperate in obtaining a passport for the minor children and shall attend any appointments to apply for a passport together or as otherwise required. Both parents shall have access and use of the passports for travel purposes.

w. The parties understand that failure by either party to comply with this parenting plan may result in a finding of contempt by the Court and associated sanctions and remedies.

CHILD SUPPORT

6. Mother's gross monthly income is \$4,267.00.

7. Father's gross monthly income is \$12,078.00, which Father receives in disability benefits, resulting from limitations caused by a stroke. If Father loses his disability benefits as a result of a voluntary decision (such as accepting employment) resulting in Father receiving a lower income than Father received through disability benefits, Father shall be considered "voluntarily underemployed" and shall be imputed at a gross monthly income of no less than \$12,078.00 per month. In the event Father loses his disability benefits through no voluntary act on Father's part, the loss of Father's disability benefits shall constitute a substantial and material change in circumstances warranting a potential recalculation of child support.

8. Father's child support obligation shall be based on a joint custody calculator in which Father receives 111 overnights and Mother receives 254 overnights.

9. Father's child support obligation to Mother is \$1,885.00 per month, due and payable to Mother on the first day of each month beginning June 1, 2026.

10. When a child becomes 18 years of age or graduates 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 in accordance with Title 78A, Chapter 6, Part 8, Emancipation, the base child support award shall be automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the tables that were used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheets.

11. If a child support order has not been issued or modified within the previous three years, a parent, legal guardian, or ORS may move the court to adjust the amount of a child support order. Upon receiving a motion to adjust child support, the court shall, taking into account the best interests of the child: (a) determine whether there is a difference between the payor's ordered support amount and the payor's support amount that would be required under the guidelines; and (b) if there is a difference as described herein, adjust the payor's ordered support amount to the payor's support amount provided in the guidelines if: (i) the difference is 10% or more; (ii) the difference is not of a temporary nature; and (iii) the order adjusting the payor's ordered support amount does not deviate from the guidelines. A showing of a substantial change in circumstances is not necessary for an adjustment under this Paragraph.

12. A parent, legal guardian, or ORS may at any time petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. For purposes of

this paragraph, a substantial change in circumstances may include: (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. Upon receiving a petition to modify child support, the court shall, taking into account the best interests of the child: (a) determine whether a substantial change has occurred; (b) if a substantial change has occurred, determine whether the change results in a difference of 15% or more between the payor's ordered support amount and the payor's support amount that would be required under the guidelines; and (c) adjust the payor's ordered support amount to that which is provided for in the guidelines if: (i) there is a difference of 15% or more; and (ii) the difference is not of a temporary nature.

13. The parties stipulate and agree that the provisions of Utah Code Section 81-6-208 shall apply.

a. The parents shall ensure that the children have insurance for their medical and dental expenses, so long as it is available at a reasonable cost. Mother currently provides insurance for the children.

b. In the event both parties provide insurance for the medical expenses of the child(ren), the insurance plan of the parent whose birthday falls first in the calendar year is primary and the insurance plan of the parent whose birthday falls second in the calendar year is secondary.

- c. Each parent shall equally share the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance.
- d. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a child, including co-payments, co-insurance, and deductibles.
- e. The parent who provides insurance may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium. If the parent does not have insurance but another member of the parent's household provides insurance for the children, the parent may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium.
- f. The children's portion of the premium is a per capita share of the premium actually paid. The premium expense for a child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.
- g. The parent maintaining health care coverage or 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, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the child, and after initial enrollment on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of

any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

h. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

i. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with subparagraphs (g) and (h).

14. Pursuant to Utah Code Section 81-6-209, each parent shall share equally the reasonable work-related child care expenses of the parents.

a. If an actual expense for child care is incurred, a parent shall begin paying his share on a monthly basis immediately upon presentation of proof of the child care expense.

b. If the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense, while it is not being incurred, without obtaining a modification of the child support order.

c. A parent who incurs a child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

d. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change.

e. The court may deny a parent incurring child care expenses the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with this section.

f. Any child care providers must be approved by both parents.

15. The parties shall be equally responsible for all out-of-pocket expenses associated with the children's extra-curricular activities upon which the parties agree in writing prior to enrollment. Each party should be responsible for purchasing clothing for the children to be used at the party's own residence. The parties should send the children to and from each party's residence in clean clothing and ensure that the clothing they came in is returned.

16. The parties shall equally share the following expenses for the minor children: School registration fees; mandatory school fees; car insurance for the children; cell phone plans for the children; and any other costs agreed upon in writing between the parties. Neither party should unreasonably refuse to contribute to a child's normal and expected future expenses. Likewise, neither party should make unreasonable demands upon the other party to pay expenses that are unusually high.

17. For tax purposes, the parties shall each claim the children as dependents for deductions and tax credits as follows:

- a. When there are three eligible minor children, Father shall claim I.C.C. each year and Mother shall claim O.D.C. and A.L.C. each year.
- b. Where there are two eligible minor children, Mother shall claim the oldest eligible child and Father shall claim the youngest eligible child.
- c. When one eligible minor child remains, Father shall be entitled to claim the remaining child each year.

MARITAL ESTATE

18. Real Property. The parties own real property, including a home and yard, located at 3476 North 775 West, Lehi, UT 84043 (“the Home”). The parties have agreed that the home shall be assigned a value of \$900,000.00. Each party shall be entitled to one-half the equity in the Home, which the parties have agreed is \$584,000.00 (or \$292,000.00 each). The Home shall be awarded to Mother pursuant to the following terms:

- a. Mother shall be entitled to reside in the Home and shall be responsible to make the monthly mortgage payments while she is residing in the Home. Mother shall have a grace period of two (2) years (“grace period”) from the date of entry of the Decree of Divorce to pay Father his share of equity in the Home (\$292,000.00)(“Equity Payout”) and to remove Father as an obligor on the Home mortgage. Upon receiving the Equity Payout, and in conjunction with being removed as an obligor on the Home mortgage, Father shall execute a quitclaim deed awarding Mother the Home free and clear of any claim by Father.

b. Starting with the 13th month and running through the 24th month of the grace period, if Father has not yet received the Equity Payout, Mother will pay Father \$1,000.00 each month, with the payments credited to Mother for the Equity Payout. The monthly payments shall terminate early upon Father's receipt of the Equity Payout.

c. If Mother is unable to remove Father as an obligor on the Home within the grace period, the Home shall be listed for sale. Father shall cooperate in signing whatsoever documents are necessary to complete the home sale, which shall be managed by Mother. If Mother has not fully paid Father the Equity Payout, the balance owing on the Equity Payout shall be paid to Father immediately upon the sale of the Home.

d. Mother's Option for the Equity Payout from Father's Retirement Account(s)

i. Mother shall have the option of satisfying up to one-half of the Equity Payout to Father with a dollar-for-dollar offset from Mother's share of Father's retirement accounts at any time during the grace period. In other words, to satisfy the Equity Payout to Father, at Mother's option Father shall retain up to \$146,000.00 of Mother's share of the Paramount Global Account, the Verizon Savings Plan, the Neutron Interactive LLC 401k, and/or the Vanguard Account ("Mother's Share"). Mother's Share shall then

be subtracted from the total Equity Payout, with the remaining balance still due and owing before the end of the grace period.

- ii. Father shall provide Mother with the most current statements for the foregoing accounts within thirty (30) days of executing this agreement. Within thirty (30) days of receiving the statements, Mother shall notify Father whether she is electing to apply Mother's Share to the Equity Payout, and in what amount.

19. Financial Accounts. During the marriage the parties acquired financial accounts which shall be divided as follows:

- a. David's MACU checking and savings accounts shall be awarded to David in their entirety.
- b. Caitlyn's MACU checking and savings accounts shall be awarded to Caitlyn in their entirety.
- c. Caitlyn's IRA ending -9701 shall be awarded to Caitlyn in its entirety.
- d. David's IRA ending -7905 shall be awarded to David in its entirety.
- e. David's Paramount Global Account (401k) shall be equally divided between the parties. The date of division shall be the date of entry of the Decree of Divorce. Each party's share shall be equally subject to gains and losses between the date of division and the date of segregation.

- f. David's Verizon Savings Plan (Retirement) shall be equally divided between the parties. The date of division shall be the date of entry of the Decree of Divorce. Each party's share shall be equally subject to gains and losses between the date of division and the date of segregation.
- g. Bitcoin. David shall be awarded the Kucoin account in its entirety.
- h. Caitlyn's MACU Money Market shall be awarded to Caitlyn free and clear of any claim by David.
- i. Fidelity Stock Account. Caitlyn shall be awarded two-thirds and David shall be awarded one-third of the Apple Stock Fidelity Account (z03997267) free and clear of any claim by the other party. The date of division shall be the date of entry of the Decree of Divorce. Each party's share shall be subject to gains and losses (in proportion to his or her share) between the date of division and the date of segregation.
- j. Fidelity Investment Account. Each party shall be awarded one-half of the Fidelity Investment Account (Y80252055) free and clear of any claim by the other party. The date of division shall be the date of entry of the Decree of Divorce. Each party's share shall be equally subject to gains and losses between the date of division and the date of segregation.
- k. The MyStyle MACU Checking Account (no. 7375172) shall be awarded to Caitlyn free and clear of any claim by David.

l. Caitlyn's Fidelity Cash Management Account shall be awarded to Caitlyn free and clear of any claim by David.

m. The TIC Go Account (Investment) shall be equally divided between the parties. The date of division shall be the date of entry of the Decree of Divorce. Each party's share shall be equally subject to gains and losses between the date of division and the date of segregation.

n. The Vanguard Account shall be equally divided between the parties. The date of division shall be the date of entry of the Decree of Divorce. Each party's share shall be equally subject to gains and losses between the date of division and the date of segregation.

o. The Neutron Interactive LLC 401k shall be equally divided between the parties. The date of division shall be the date of entry of the Decree of Divorce. Each party's share shall be equally subject to gains and losses between the date of division and the date of segregation.

p. The Solana Coin shall be awarded to Caitlyn free and clear of any claim by David.

q. Life Insurance. Each party shall be awarded his or her own life insurance policies, if any.

r. If there are any other accounts the parties acquired during the marriage, each such account shall be divided so that each party is awarded one-half of said account.

s. As necessary, the parties shall cooperate to complete Qualified Domestic Relations Orders in order to divide any qualifying accounts.

20. Personal Property. Each party is awarded all personal property in their respective possession currently. Each party is awarded all debts and equity associated with the personal property awarded herein free and clear. However, the personal property in the garage (not including vehicles, as set forth below) shall be divided between the parties as the parties can agree. Father is entitled to a fair share of items from the garage at the marital home. Father may submit a request for items in writing to Mother no later than one-hundred-sixty-six (166) days from the date of execution of the Stipulation and Settlement Agreement and shall remove the agreed-upon items no later than one-hundred-eighty (180) days from the date of execution of the Stipulation and Settlement Agreement.

21. Vehicles.

a. Petitioner is awarded the following vehicles, along with all obligations and equity value therein:

- i. Honda Pilot
- ii. 4-wheeler
- iii. Aluminum Trailer

b. Respondent is awarded the following vehicles, along with all obligations and equity value therein:

- i. Toyota 4-Runner
- ii. Honda dirt bike

iii. Jartran Trailer

c. The parties shall cooperate and sign all documents necessary to remove one another from title on the vehicle awarded to the other party.

d. The parties shall cooperate in transferring title of the vehicle awarded to the other party if necessary.

22. Debts. Except as otherwise specifically referenced herein, each party shall be solely and separately responsible for any and all debts in his or her own name. Any and all debts incurred by a party prior to the marriage or subsequent to the Date of Separation shall be the responsibility of the party that incurred the debt, and the party that incurred the debt shall indemnify and hold the other party harmless thereon.

23. The parties are hereby restrained from incurring any additional debt for which the other party may be liable, including on joint credit cards, if any exist. If any such debt is incurred, the party incurring the debt shall indemnify and hold the other party harmless for said debt.

MISCELLANEOUS

24. Alimony. Mother is in need of alimony and Father is capable of meeting that need with Father's disability income. If Father loses his disability benefits as a result of a voluntary decision (such as accepting employment) resulting in Father receiving a lower income than Father received through disability benefits, Father shall be considered "voluntarily underemployed" and shall be imputed at a gross monthly income of no less than \$12,078.00 per month. In the event Father loses his disability benefits through no voluntary act on Father's part,

the loss of Father's disability benefits shall constitute a substantial and material change in circumstances warranting a potential recalculation of alimony.

25. The parties agree that Father shall pay alimony to Mother each month in an amount equal to the difference between \$4,000.00 and Father's child support obligation for that month. (For example, if Father's child support obligation for a given month is \$1,885.00, Father's alimony obligation for the same month is \$2,115.00. If Father's child support obligation for a given month is \$1,500.00, Father's alimony obligation for the same month is \$2,500.00.)

26. Alimony shall begin June 1, 2026, and shall terminate in seven (7) years, subject to early termination pursuant to UCA § 81-4-505.

27. Father expressly waives any claim for alimony against Mother, now and hereafter.

28. Attorney Fees. Each party shall be responsible for his or her own attorney fees and costs incurred in this case.

29. Mutual Restraining Orders.

a. The parties agree that each shall be restrained from speaking derogatorily or disparagingly about the other party while in the child's presence.

b. Both parties shall be mutually restrained from harassing or threatening the other party and shall not enter the residence or workplace of the other party without permission from that party.

c. The parties agree that shall each be restrained from interrogating any minor child about events and circumstances occurring in the other

parent's home and shall further be restrained from using a child as a messenger for divorce related or adult related information.

d. The parties agree that they shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing herein and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

e. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, to open an account for any service, to obtain any other service or for any negative or potentially damaging purposes whatsoever.

30. Maiden Name. Petitioner shall have the right to restore her name of "Bingham" if she so desires.

31. The parties agree that neither party will be responsible or obligated to carry and pay for automobile insurance coverage for the other party following the execution of this Stipulation. Once the stipulation is executed the parties shall seek and obtain their own independent automobile insurance policies and shall be solely responsible to pay those expenses.

32. That in the event either party fails to comply with any of the terms and conditions set forth in the Decree of Divorce, it is fair and reasonable that the party in default be liable to the other party for all reasonable expenses, including attorney fees, incurred in enforcing the terms and conditions of the Decree of Divorce.

33. Compliance. Each party shall be obligated to cooperate with all provisions of any Decree resulting from this action, and should the other party be required to seek the Court's assistance in enforcing the decree, the non-compliant party shall be responsible for attorney fees incurred by the party seeking enforcement.

[JUDGE'S SIGNATURE APPEARS AT TOP OF PAGE 1]

Approved as to form and content:

/s/ Wendy Vawdrey [electronically signed by Andy Leger, with permission via email on 07.02.2026]

Wendy Vawdrey
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on this date I served the proposed Decree of Divorce upon Respondent, through counsel, via email at wendy@provolawyers.com.

Date: July 2, 2026

/s/ Andy M. Leger

Attorney for Petitioner