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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF:

DANIELLE BRADY DIANATKHAH, Petitioner,
and
NICHOLAS DIANATKHAH, Respondent.

DECREE OF DIVORCE

Case No. 254403043

Judge Christine Johnson

Commissioner Marian Ito

This matter comes before the Court pursuant to the parties' Stipulation and Settlement Agreement. The Court, having previously entered its written Findings of Fact and Conclusions of Law, does hereby GRANT the Petitioner a DECREE OF DIVORCE and does hereby ORDER, ADJUDGE and DECREE as follows:

- 1. Residency.** Petitioner is a bona fide resident of Utah County, State of Utah, and has been for at least three (3) months immediately prior to the filing of this action.
- 2. Marriage.** The parties are Husband and Wife having been legally married on June 26, 2015 in Salt Lake City, Utah.

3. **Grounds.** During the course of the marriage, the parties have experienced difficulties that cannot be reconciled and that have prevented the parties from pursuing a viable marriage relationship.

4. **Children.** The parties have three (3) children born of their marital relationship: M.D., born July 19, 2014, R.D., born May 13, 2016, and A.D., born December 7, 2017 ("the Children").

5. **Legal Custody.** The parties will share joint legal and joint physical custody of the children as set forth in the Parenting Plan signed by the parties contemporaneous with the execution of this Stipulation. Minor and day-to-day decisions will be made by the parent exercising parent time. The parties shall mutually discuss all major decisions in the children's lives regarding health, safety, religion, and education. The parties will keep each other informed of the activities, events, and appointments in the children's lives.

6. **Major Decisions.** In the spirit of the parties' joint legal custody arrangement, the parties recognize the importance of cooperative parenting. The parties wish to implement this decision-making process to make decision-making a collaborative approach. The parties will consult with one another and endeavor to reach agreements on the following major issues: medical, dental care and orthodontia, psychological treatment and counseling, and education. Except in situations requiring emergency (ex parte) orders to protect the children, both parties will be required to take the following steps to resolve disputes about significant decisions:

Step 1: Attempt to solve any dispute between them civilly before resorting to any other process. The parties will have a civil and polite conversation via email.

Step 2: Confer with or solicit the assistance of someone with expertise in the area of the dispute, such as the children's, schoolteachers, etc. There will be a rebuttal presumption that the parties should follow or adopt the recommendation of the children's healthcare provider if they disagree on a healthcare issue, and educators if they disagree on an education decision.

Step 3: Engage a mediator to attempt to resolve the dispute. Each party will be required to pay one-half (1/2) of the mediator's costs.

7. Healthcare Providers. Unless mutually agreed in writing or ordered by the court, the children will continue to receive care from their current healthcare providers. As noted above, if the parties disagree on a healthcare issue, there is a rebuttable presumption that the recommendation of the children's healthcare provider should be followed. If a current provider is no longer available or willing to provide services, the parties will seek a referral from that provider for a replacement. The provider recommended through this referral will be presumed to become the new treating provider, unless otherwise mutually agreed. The children's current healthcare providers are:

Pediatrician: Ben Greenfield

Dentist: Mark McKell

8. Education Plan.

a. **School Location.** Unless otherwise mutually agreed in writing or as otherwise ordered by the court, the children will continue to attend their current schools and the designated feeder schools. For purposes of this provision, "feeder schools" refers to the natural and anticipated progression of

schools within the same geographic boundary and school system, including the elementary, middle/junior high, and high school that students are assigned to attend based on their current school enrollment. This progression is intended to provide continuity in the children's educational environment, peer relationships, and extracurricular opportunities.

The intent of this provision is to ensure that the children are able to remain within a consistent school community as they advance from one grade level to the next, including with peers who matriculate through the same feeder pattern. Stability in school placement is presumed to be in the children's best interests, as it supports long-term friendships, familiarity with teachers and staff, and ongoing participation in academic and extracurricular programs. Absent mutual written agreement or further order of the court, neither parent will unilaterally enroll the children in a different school or seek to alter the children's progression through their designated feeder schools. Any proposed deviation from this pathway, including enrollment in a non-boundary school, charter school, private school, or different school district, will require either mutual agreement or court approval.

b. **Education Decisions.** Education decisions will be handled according to the Major Decision-Making section above. Both parents will have access to the children during school, and both will have the authority to check the children out of school on their parent time days for appointments, provided they inform the other parent in advance.

c. **School Attendance/Homework.** The parties will ensure the children complete homework assignments and school projects due during their parent time. The parties will ensure the children are delivered to school on time and ready to start their day. The parties agree that the children must attend school unless they mutually agree that a child is sick (and medical verification is provided).

d. **Parent Teacher Conference.** The parties will attend parent-teacher conferences together whenever possible, as joint participation is presumed to be in the children's best interests. If either party is unable or unwilling to attend jointly, the parties will arrange separate conferences with the same teacher(s) or school personnel, and the school will be notified accordingly. Neither parent will be denied the opportunity to attend or schedule a conference independently.

9. Parent Time.

a. **Basic Parent-Time Schedule (Week-On/Week-Off).** The parties will follow a repeating week-on/week-off parent-time schedule, with exchanges occurring every Thursday. The parent concluding their one-week parent-time block will deliver the children to school on Thursday morning when school is in session. If school is not in session, that parent will deliver the children curbside to the other parent's residence at 9:00 a.m. on Thursday. The parent beginning their parent-time block will pick up the children from school when school is in session, or will

receive the children at their residence at 9:00 a.m. on Thursday when school is not in session.

10. Parent Time Exchanges.

a. **School Exchanges Preferred.** All exchanges will occur at school whenever practicable.

b. **Non-School Exchanges.** All other exchanges will occur curbside at the parent's residences, unless otherwise agreed in writing for a specific exchange, with the parent ending their parent time delivering the children to the other parent.

c. **Conduct at Exchanges.** All exchanges will be brief, cordial, and conflict-free. The parties will have no substantive discussions during exchanges at the parties' respective residences, curbside (meaning the front of a parent's residence on the street).

d. **Other.** Third-party adults who are known to the parties and the children will be allowed to provide transportation for parent time exchanges. No person transporting the children will operate a vehicle while distracted, impaired, or under the influence of alcohol, medication, or any substance that may impair safe driving. The children will be fed, bathed, and appropriately clothed before parent time exchanges occur. The children will be picked up and delivered promptly at the scheduled times. Each parent will notify the other as soon as possible whenever a parent time exchange will not occur as scheduled. Transportation to alternative places, such as school and

extracurricular activities, is the responsibility of the parent with whom the children are then residing.

11. Decision-Making and Dispute Resolution. Each parent should have the right to make day-to-day decisions concerning the child while in the care of that parent. Each parent shall also have the right to make emergency decisions regarding the child's safety or health while in the care of that parent. For all other decisions regarding the child, the parties shall comply with the following dispute resolution plan:

Step 1: The parties shall make a good faith effort to cooperate and work together to make joint decisions that are in the best interest of their child. The parties shall communicate with each other and discuss the issue(s) before either parent makes a decision.

Step 2: If the parties cannot agree, then the parties shall attend mediation regarding the disputed issue(s). Unless both parties mutually agree to waive this requirement, both parties must attend mediation in good faith with a mutually agreed upon neutral mediator, and both parties shall equally share the necessary costs of mediation.

Step 3: If the parties are still unable to agree, then either party may seek a court order regarding the disputed issue(s). The court shall have the final authority to decide the issue(s) as it determines is in the best interests of the child.

12. Communication with the children. Each parent shall be entitled to enjoy liberal telephone, Skype, video conference, email, letters, or other alternative forms of contact with the child at reasonable times and places. Each parent shall provide access to the child while in his or her care to facilitate such communication.

Further, the child may choose to initiate communication with either parent at any time of the child's choosing. Neither parent shall speak derogatorily about the other parent to the child (either in person, over the phone or in writing) or to another person within the hearing or in the presence of the child. Neither parent shall allow any third party to speak derogatorily about the other parent within the hearing or in the presence of the child.

13. Virtual Parent Time. The parent who does not have the children in their care will be entitled to one (1) check-in call with the children on Monday. The parties will use a mutually accessible video-calling platform (e.g., Zoom, FaceTime, or similar). Each parent will ensure that the children are reasonably available for the call and that the call occurs in a private setting, free from distraction. The parties will provide the children with privacy during these calls. Neither parent nor any third party will monitor, interfere with, or participate in the communication unless invited by the children. The children may also initiate contact with either parent at any reasonable time. Both parents will facilitate and support such communication and will not engage in any conduct that could make the children feel guilty or reluctant to communicate with the other parent.

14. Special Consideration for Significant Events. Each parent will give reasonable and good faith consideration to requests for the children to attend important family functions and significant events, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other meaningful occasions in the life of the children or either parent, even when such events conflict with the regular parent-

time schedule.____The parties will make reasonable efforts to accommodate such requests, including adjusting the parent-time schedule when appropriate.

15. Communication between parents. The parties will use their current co-parenting app, AppClose, as their primary means of communication regarding the children. The parties will not communicate via text, email or telephone unless there is real emergency. If a communication requires a response, the receiving parent will respond within 48 hours, unless the message explicitly indicates a longer response time is acceptable. Each parent shall notify the other parent as soon as reasonably possible in the event of a medical or other emergency concerning the child. Each parent shall provide the other with a current address, phone number and email address within 24 hours of any change. Each parent shall provide the other with the name and contact information for any surrogate care providers for the child. Whenever either parent intends to travel out of the state with the child, he or she shall provide the other parent with an itinerary of travel dates and locations. All communications between the parties shall be civil, and neither parent shall threaten, harass, or speak derogatorily or crudely to the other parent.

16. Surrogate Care.

a. If either parent is away and unavailable to care for the children during their scheduled parent time for an overnight period, that parent will first offer the other parent the opportunity to care for the children before making alternative childcare arrangements. For purposes of this provision, an “overnight period” means any period in which the parent would be away and unavailable from the children’s usual bedtime through the following morning. The offering

parent will provide reasonable notice to the other parent of the need for care, including the anticipated start and end time of the overnight absence. The receiving parent will respond within a reasonable time. If the receiving parent declines or does not respond within a reasonable time, the offering parent may make alternative childcare arrangements.

b. When leaving the children with a third-party caregiver, the parent must share the other parent's contact information with the caregiver and also provide the caregiver's name and contact information to the other parent.

a. Permitted Topics of Communication.

i. **School and Academic Issues**

ii. **Healthcare and Medical Appointments**

iii. **Extracurricular Activities**

iv. **Parent-Time Exchange Logistics**

b. Sharing of Important Information. Each parent is individually responsible for staying informed about the children's school events, extracurricular activities, social events, and community functions. If it is reasonably apparent that the other parent would not otherwise be aware of such information, the informed parent will notify the other within 24 hours of receiving it. If there is a new activity scheduled the parent who knows of the activity will in addition to putting it on the google calendar will notify the other parent via text or email within 24 hours.

c. Shared Calendar Use. The parties will use the shared calendar feature in AppClose to share and track:

- i. The Children's Activities and appointments
- ii. School-Related Meetings where both parents are required to attend
- iii. The parent-time schedule, including holidays and special events
- iv. Any parent who schedules an appointment must enter it into the Google calendar immediately.

d. Contact Information Updates. Each parent must provide the other with their current physical address, phone number, email address, and any relevant virtual parent-time access information within 24 hours of any change.

e. Illness or Injury Notification. Each parent will promptly notify the other of any illness or injury involving the children, as soon as reasonably possible.

f. Travel Itinerary. Whenever the children are away from home with a parent for vacation, out-of-town travel, and the like), the parent will provide a travel itinerary and telephone numbers to reach the children in advance of the trip.

17. Notification of Travel- Not International. Before taking the children out of town overnight, the traveling parent will provide the other parent with written notification with the basic details of the trip, including at

least the departure date, where the children will be, the return date, and a contact number.

18. Cellphones/Communication Devices. When the parties mutually agree that a child will be allowed to use a cell phone or other communication device, the parties will abide by the following: The child will be allowed to use and have the device in both parents' respective homes. Both parties will have final discretion and control over the child's use of the device while the child is with either parent, including the discretion to decide when it is time to enforce a curfew or moratorium on device usage for family time, bedtime, and meals. Both parents will have access to the passwords to unlock the device. This access, control, and right to restrict the child's use of the device applies regardless of which party paid for the device or pays the monthly data plan. If either parent restricts the child's device for any period, the parties will ensure that the child and parents have access to another device for communication with both parents.

19. Participation. Both parents shall be entitled to attend and participate as appropriate in any significant school, social, sports, religious or community functions in which the child are participating or being recognized.

20. Access to records. Each parent shall be entitled to complete access to all educational, medical, religious or other records of the child. Each party should be listed as a parent for purposes of school contact or medical care provider contact for the child.

21. Physical Custody. The parties will share joint legal and joint physical custody of the children as set forth in the Parenting Plan signed by the parties contemporaneous with the execution of this Stipulation. Minor and day-to-day decisions will be made by the parent exercising parent time. The parties shall mutually discuss all major decisions in the children's lives regarding health, safety, religion, and education. The parties will keep each other informed of the activities, events, and appointments in the children's lives.

22. Extra Curricular Activities.

a. The parties will equally share all out-of-pocket amounts incurred for the Children's extracurricular activities in which both parties agree in writing that the Children will be involved. The children's preferences regarding activities and lessons will be considered and given age-appropriate weight. If an extracurricular activity has not been mutually agreed upon by both parents, neither parent will be required to forfeit or modify their parent-time to accommodate that activity.

b. Extracurricular activities are defined as academic or non-academic activities that are outside of normal classroom time and are not part of the Children's school curriculum, including but not limited to sports, lessons, or camps. This obligation does not extend to costs related to a child's participation in a club sport unless otherwise mutually agreed. The party incurring the extracurricular activity out-of-pocket costs will 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 will be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses.

c. The parties will provide full information about all activities to the other parent within a reasonable time of the Children's enrollment, regardless of who initiated the activity or paid for it.

d. The parties will encourage the Children to participate fully in the activities. It is understood that the Children will attend these activities reasonably and consistently, and the parent who has the Children in his or her care that day ("the residential parent") will be responsible for transportation to and from the activities. The residential parent will decide when, from time to time, the children will not attend because of illness or other special circumstances.

e. Both parents and any guests may attend public events related to extracurricular activities (e.g., games, recitals, performances, etc.). The parties will remain cordial and not discuss Child-related arrangements or any contentious issues at that time. They will require any of their guests to also remain cordial to the other parent.

f. When both parents attend public events related to the activity, such as games, recitals, performances, etc., the residential parent will direct the children to make a connection with the other parent before and after the event. The residential parent will tell the children to take time after the event to speak to the other parent. The residential parent will give the Children privacy and space to make this brief connection and will wait for the Children in the car, parking lot, or lobby.

23. Transportation. The parties will share transportation equally as the parties may hereafter agree. If the parties are unable to agree, the receiving parent who is beginning parent time will pick up the children at school or at the residence of the other (except for a parent with overnight parent time will be responsible to drop the child/ren off at school, if school is in session at the time for the exchange). A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the sending parent and the children are aware of the identity of the individual, and the receiving parent will be with the child by 7:00 PM. See Utah Code 30-3-35(2)(b)(ii), (2)(e)(iii).

24. Holidays. The holidays should be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code §81-9-302 as follows:

Odd Years	Even Years	Holiday or Event:
Dad	Mom	Child's birthday on the day before or after the actual birthdate beginning at 3 p.m. until the following morning., at the discretion of the noncustodial parent, the noncustodial parent may take other siblings along for the birthday.
Mom	Dad	Child's birthday on actual birthdate beginning at 3 p.m. until 9 p.m., at the discretion of the noncustodial parent, the noncustodial parent may take other siblings along for the birthday.
Dad	Mom	Martin Luther King, Jr. beginning 6 p.m. on Friday until Monday at 7 p.m. unless the holiday extends for a lengthier period of time to which the parent is completely entitled
Mom	Dad	President's Day beginning at 6 p.m. on Friday until 7 p.m. unless the holiday extends for a lengthier period of time to which the parent is completely entitled.
Dad	Mom	Spring Break beginning at 6 p.m. on the day school lets out for the holiday until 7 p.m. on the evening before school resumes.
Mom	Dad	Memorial Day beginning at 6 p.m. on Friday until Monday at 7 p.m., unless the holiday extends for a lengthier period

		of time to which the parent is completely entitled.
Dad	Mom	July 4 beginning 6 p.m. the day before the holiday until 11 p.m. or no later than 6 p.m. on the day following the holiday, at the option of the parent exercising the holiday
Mom	Dad	July 24 beginning at 6 p.m. on the day before the holiday until 11 p.m. or no later than 6 p.m. on the day following the holiday, at the option of the parent exercising the holiday
Dad	Mom	Labor Day beginning 6 p.m. on Friday until Monday at 7 p.m., unless the holiday extends for a lengthier period of time to which the parent is completely entitled
Mom	Dad	Columbus Day beginning at 6 p.m. the day before the holiday until 7 p.m. on the holiday
Dad	Mom	Fall School Break , if applicable, commonly known as U.E.A. weekend beginning at 6 p.m. on Wednesday until Sunday at 7 p.m. unless the holiday extends for a lengthier period of time to which the parent is completely entitled
Mom	Dad	Halloween on October 31 or the day Halloween is traditionally celebrated in the local community from after school until 9 p.m. if on a school day, or from 4 p.m. until 9 p.m. if not on a school day.
Dad	Mom	Veterans Day holiday beginning 6 p.m. the day before the holiday until 7 p.m. on the holiday.
Mom	Dad	Thanksgiving holiday beginning Wednesday at 7 p.m. until Sunday at 7 p.m.
Dad	Mom	The first portion of the Christmas school vacation** as from the day school ends, including Christmas Eve and Christmas Day, continuing until 1 p.m. on the day halfway through the holiday period, if there are an odd number of days for the holiday period, or until 7 p.m. if there are an even number of days for the holiday period, so long as the entire holiday period is equally divided.
Mom	Dad	The second portion of the Christmas school vacation**, beginning 1 p.m. on the day halfway through the holiday period, if there are an odd number of days for the holiday period, or at 7 p.m. if there are an even number of days for the holiday period, so long as the entire Christmas holiday period is equally divided.
Dad	Dad	Father's Day shall be spent with the natural or adoptive father every year beginning at 9 a.m. until 7 p.m. on the holiday.
Mom	Mom	Mother's Day shall be spent with the natural or adoptive mother every year beginning at 9 a.m. until 7 p.m. on the holiday.

		Mother's Birthday Danielle's birthday is on December 24. In any year when Nicholas is exercising the first half of Winter Break, Danielle will be entitled to exercise birthday parent time on Christmas Eve from 9:00 a.m. to 12:00 p.m.
		Father's Birthday Nicholas' birthday is on December 27. He will exercise his birthday parent time in conjunction with his Winter Break parent time.
Dad	Mom	Easter Holiday begins at 9:00 AM Easter Sunday. The holiday will end the following morning. When school is in session the next day, the parent exercising the holiday will deliver the children to school at the regular start time. If school is not in session the following morning, the parent exercising the holiday will return the children to the other parent by 9:00 AM at the other parent's residence.

25. Summer. Extended summer parent time will be pursuant to Utah Code 81-9-302. Notice of a parent's extended parent-time shall be communicated on or before April 15 of each year. If both parties want extended parent-time during the same time of the summer, the Petitioner shall have priority in even years and the Respondent shall have priority in odd years. If only one parent communicates their extended parent-time prior to April 15, then that parent shall have priority for their extended parent-time. If neither parent communicates their parent-time before April 15, then the parent who communicates their parent time first shall have priority for their extended parent-time. Extended parent-time may not override the other parent's holiday parent-time during the summer.

26. Right of First Refusal. This is covered in detail in the Parenting Plan.

27. Relocation. If either parent subsequently moves more than 150 miles away from the other parent, he or she shall comply with the notice provisions of Utah Code section 81-9-209, including providing 60 days advance written notice of the intended relocation to the other parent. Either parent may then motion the court to review custody and parent-time. However, the parties shall use their best efforts to come to an agreement as to custody and parent-time, either on their own or through mediation, prior to filing a motion with the court.

28. Travel: When the minor children are traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) an itinerary of travel dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. See Utah Code 30-3-36(2).

29. Modification. No modification or waiver of any provision of this Agreement will be valid unless made in writing, signed by both parties, and approved by the court. A waiver of any breach will not constitute a waiver of any subsequent or similar breach.

30. Mutual Restraining Orders: Each party will be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other at any time or in any place.

b. The parties will be permanently restrained from defaming, slandering, or making false public statements about the character or reputation of the other party.

- c. The parties will always keep their communication civil and respectful.
- d. Both parties will be restrained from using the likeness, identity, or information of the other to access or create accounts.
- e. Each party will be ordered to provide a certified copy of the final Decree of Divorce and any modifications to all creditors pursuant to U.C.A. § 30-3-5(1)(c) and U.C.A. §15-4-6.5 and to effectuate compliance with these statutes.
- f. Each party will refrain from disparaging the other parent to the children as well as shall refrain from making the children choose or make decisions involving parent time.

34. **Romantic Partners.** The parents shall not introduce the children to romantic partners, and no romantic or unrelated opposite sex guests shall spend the night while the children are present unless they are in a serious relationship (dating for more than six months), engaged, or married.

31. **Divorce Education Classes:** If either party has not taken the required divorce classes, he or she will do so within 30 days and provide proof to the other party and to the court.

FINANCIAL SUPPORT OF THE CHILDREN

32. Neither party will receive Child Support.

33. Any claims for back child support, overpayment of child support, and any other financial claims related to the children including, but not limited to, unreimbursed healthcare costs, insurance expenses, and costs associated with extracurricular activities are hereby deemed fully satisfied or waived by both parties as of the date of this Stipulation.

34. Incomes. Nicholas' gross monthly income for child support purposes is \$5,500, and Danielle's gross monthly income for child support purposes is \$5,500. Child support will be calculated pursuant to the Utah Child Support Guidelines using the Joint Physical Custody Worksheet based on a 50/50 parent-time schedule. Based on these factors, including equal incomes and equal parent time, neither party will pay child support to the other.

35. Termination of Child Support. Pursuant to UCA § 81-6-213, child support for the children will terminate 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) the child dies, marries, or becomes a member of the armed forces of the United States, or 3) the child is emancipated in accordance with UCA § 80-7-102 et seq.

36. Childcare Expenses. Each party will be responsible and liable for one-half of the reasonable childcare costs actually incurred each month as a result of parties' work. Both parties' portions of these childcare costs will be paid directly to the childcare provider in a timely manner. Utah Code 81-6-209. If a family member is providing childcare, then it will be presumed that those services are being provided free of charge. The parties will provide written verification of the cost and identity of the childcare provider to the other party, and will promptly notify the other party of any changes.

37. Insurance coverage. The statutory provisions of Utah Code § 81-6-208 apply. Danielle is currently maintaining health insurance coverage for the children through a plan offered by her employer at reasonable cost. The parties will equally

share the children's portion of the health insurance premium in accordance with the statutory formula starting April 2026. If double coverage exists at any time, each party will be responsible for paying the premiums associated with their respective policies with no obligation to reimburse the other party.

38. The parties will equally share all reasonable and necessary uninsured medical expenses for the child, including but not limited to medical, therapeutic, vision, orthodontic, and dental expenses, as well as co-pays and deductibles. Notice and reimbursement deadlines will be governed by Utah Code § 81-6-208.

39. **Notice to Creditors.** under Utah Code § 15-4-6.7, When a court enters an order that provides for the payment of medical and dental expenses of a minor children under Section 30-3-5, 30-4-3, or 78B-12-111, or an administrative order under Section 62A-11-326, a provider who receives a copy of the order at or before the time the provider renders medical or dental services to the minor children will, upon request from either parent, must separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order. A provider who receives a copy of the order within 30 days after the day on which the provider renders the medical or dental service may not make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order or make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order.

40. Designation of Primary Insurance. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Danielle Brady Dianatkhah shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Nicholas Dianatkhah shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

41. Medical and Dental Out-of-Pocket Costs: Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a dependent child, including deductibles and copayments. Utah Code 78B-12-212(7). A parent who incurs such medical expenses for the minor children, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. See Utah Code 78B-12-212(9). If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. Utah Code 78B-12-212(10).

42. Division of Accounts: Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that a medical/dental or school expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the

service provider receives a copy of the Decree of Divorce at or before the day on which the service provider first renders medical/dental services or issues a bill for school fees.

43. Extracurricular Expenses: Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any extracurricular activities in which both parties agree in writing that the minor children may be involved. The party incurring the extracurricular activity out-of-pocket costs 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 by the other party within thirty (30) days of receiving the verification of incurred expenses. 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 an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time. This is also covered in detail in the Parenting Plan.

44. School Expenses: Each party shall be ordered to assume and be responsible for fifty percent (50%) of any required out-of-pocket school expenses incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

45. Tax Filing Assignment: For federal and state income tax purposes, the parties agree to allocate the dependency exemption for the children as follows:

- a. **Allocation of Children (three children):** Nicholas will be entitled to claim the oldest child as a dependent for all federal and state income tax purposes every year starting with the 2026 tax year. Danielle will be entitled to claim the youngest child as a dependent for all federal and state income tax purposes every year, starting with the 2026 tax year. The parties will alternate claiming the middle child with Nicholas claiming the middle child in even-numbered tax years, beginning with tax year 2026 and Danielle claiming the middle child in odd-numbered tax years, beginning with tax year 2027.
- b. **Allocation of Children (two children):** When only two of the children are eligible to be claimed as dependents, Nicholas will claim the oldest eligible child every year and Danielle will claim the youngest eligible child every year.
- c. **Allocation of Remaining Child:** When only one child remains eligible to be claimed as a dependent, the parties will alternate claiming that child, with Nicholas claiming the child in even-numbered tax years, and Danielle claiming the child in odd-numbered tax years.

TAX FILING FOR 2025.

The parties will file their federal and state income tax returns for tax year 2025 as Married Filing Jointly. The parties will equally share any tax refund received and will be equally responsible for any taxes owed for tax year 2025, including any interest or penalties, except as otherwise provided herein. The parties understand and agree that Nicholas has already filed his 2025 federal and state income tax returns, and he will therefore file amended returns as necessary to comply with the requirements of this section.

- a. **Preparation and Filing.** The parties will cooperate in good faith in the preparation and timely filing of all 2025 tax returns via Turbo Tax. Nicholas will cover the cost of Turbo Tax. The parties will timely exchange all necessary tax documents and information, including W-2s, 1099s, K-1s, and any other required financial records.
- b. **Refunds.** Any tax refund received will be divided equally between the parties. If the refund is issued as a direct deposit into one party's account, that party will remit the other party's share within ten (10) days of receipt.
- c. **Taxes Owed.** If taxes are owed, the parties will each be responsible for one-half of the total amount due. The parties will coordinate payment to ensure that all taxes are paid in a timely manner. If one party advances more than their share, the other party will reimburse that amount within ten (10) days of written notice and documentation.
- d. **Cooperation and Execution.** Each party will promptly review and execute all documents necessary to complete the joint filing. Neither party will unreasonably withhold consent to filing the joint return.
- e. **Allocation of Liability for Individual Conduct.** To the extent any additional tax liability, interest, or penalties arise from a party's failure to disclose income, improper reporting, or other individual conduct, that party will be solely responsible for such amounts and will indemnify and hold the other party harmless.

SPOUSAL SUPPORT

46. Spousal Support: The parties are individually and separately capable of supporting themselves without financial assistance from the other. Accordingly, no alimony will be awarded to either party now or at any point in the future.

REAL PROPERTY

47. Real Property. The parties' marital home is located at 312 South 700 East, Orem, Utah 84097 ("the Property"). Nicholas is awarded all right, title, and interest in and to the Property. The Property is awarded to Nicholas subject to his assumption of and responsibility for payment of the existing mortgage. Nicholas will indemnify and hold Danielle harmless from any liability associated with the mortgage. There will be obligation to refinance the mortgage because Danielle's name is not on it.

48. Property Awarded to Danielle. Danielle will be awarded, free from any claim of Nicholas, the following items of personal property:

- a. All personal property in Danielle's possession or that Danielle may own in her name alone.
- b. Mutually agreed items that are currently in Nicholas' possession. The parties will return to mediation if they are unable to agree on a fair and equitable division of personal property items.
- c. Any remaining items of Danielle's personal things that may now inadvertently be in Nicholas's possession. These include, but are not limited to, clothing, toiletry items, memorabilia, and other items to which Danielle has a superior claim either by actual use, sentimental attachment, or based on its origin.

d. All right, title and interest in the vehicle in Danielle's possession and in her name, subject to any existing indebtedness thereon. The said vehicle is a 2016 Honda Odyssey LX Van.

49. **Property Awarded to Nicholas.** Nicholas will be awarded, free from any claim of Danielle, the following items of personal property:

a. All personal property in Nicholas's possession or that he may own in his name alone, and mutually agreed items that will be returned to Danielle.

b. Any items of Nicholas's personal things that may now inadvertently be in Danielle's possession. These include, but are not limited to, clothing, toiletry items, memorabilia, and other items to which Nicholas has a superior claim either by actual use, sentimental attachment, or based on its origin.

c. The vehicles in Nicholas' possession, subject to any outstanding indebtedness thereon, including the 2018 Honda Pilot, 2017 Honda Civic and the 2005 Chevy Silverado truck.

PERSONAL PROPERTY

50. **Personal Property.** The parties are each awarded their own personal property, including but not limited to clothes, jewelry, premarital property, personal effects, books, paperwork, journals, and personal property acquired after separation. In addition, the parties shall distribute other items of personal property as they agree. If the parties are not able to agree, they shall make a list of all personal property and alternate selecting an item of personal property from the list.

FINANCIAL ACCOUNTS AND DEBTS

51. **Financial Accounts.** Each party is awarded all financial accounts held in their respective individual names, free and clear of any claim by the other party. This includes, but is not limited to: checking accounts, savings accounts, money market accounts, certificates of deposit (CDs), retirement accounts (including 401(k), 403(b), IRA, SEP, pension, and profit-sharing accounts), brokerage accounts, stock or bond accounts, cryptocurrency accounts or wallets, health savings accounts (HSAs), flexible spending accounts (FSAs), and any other financial accounts or instruments of any kind, whether traditional or digital, titled solely in that party's name.

52. **Debts.**

a. **Awarded to Danielle.** Danielle will assume, pay, defend, indemnify, and hold Nicholas harmless from any debt or obligation she has incurred in her individual name at any time. Danielle will be ordered by the Decree of Divorce to indemnify and hold Nicholas harmless from any claims of a creditor against Nicholas for the debts assigned to Danielle.

b. **Awarded to Nicholas.** Nicholas will assume, pay, defend, indemnify and hold Danielle harmless from any debt or obligation Nicholas has incurred in his individual name at any time. Nicholas will be ordered by the Decree of Divorce to indemnify and hold Danielle harmless from any claims of a creditor against Danielle for the debts assigned to Nicholas.

53. **Acknowledgement.** Nicholas and Danielle acknowledge that the division of property and debts outlined in this Agreement—whether or not equal—is just, equitable, and appropriate under the circumstances. Each party affirms that they are

entering into this Agreement voluntarily, with full knowledge of its contents, and based on a complete, accurate, and current disclosure of all income, assets, debts, and liabilities by both parties. The parties further acknowledge that the terms of this Agreement represent a negotiated compromise of disputed issues, and that no promises, representations, or inducements have been made other than those expressly stated herein.

54. **Retirement Accounts.** Each party will keep and maintain their own personal retirement accounts.

55. **Joint Debt Limit and Refi Obligation:** No additional amounts of debt may be added to or charged to any debt, credit card, or line of credit that is associated with or in the opposing party's name without his or her written consent. The party assigned to pay for any debt will have an ongoing duty to keep the debt current and to refinance the debt out of the other party's name as soon as possible. Once the debt is paid off, the other party's name shall be removed from the account or the account shall be closed.

56. **Hold Harmless:** Each party will hold the other harmless on the debts ordered to be paid by him or her.

57. **Creditors:** The parties understand that for joint debts upon entering the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

58. **Notification to creditors:** Pursuant to Utah Code 15-4-6.5, the party under the obligation to pay a debt shall provide a copy of the parties' Decree of Divorce

to all joint creditors of the parties existing at the time of the entry of the divorce and notify the creditors regarding the parties' separate current addresses.

59. Delinquency in payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

60. Refinance: Each party shall offer their best efforts to remove each other from any debts, obligations, loans, etc. by refinance or otherwise and put the loan or obligation solely in their respective name, and to assume responsibility for and release any financial burden from the other party.

NECESSARY DOCUMENTS

61.Each party agrees to promptly sign and execute any and all documents necessary to effectuate the terms of this Stipulation, including those required for the entry of a Decree of Divorce.

62. Default. If either party defaults in the performance of their obligations under this Agreement, the defaulting party will be responsible for all reasonable costs incurred by the other party to enforce the Agreement, including reasonable attorney's fees.

63. Mediation: Prior to or concurrent with a Petition to Modify being filed to change any provision of a final decree, the parties must first make a good faith attempt

to offer to resolve the issue through mediation, for which both parties will share the cost equally.

64. Attorney Fees: Each party will pay his or her respective attorney fees.

65. Disclosures: The parties acknowledge that there has been only a limited exchange of documents in this matter and that this agreement is based upon the information voluntarily supplied by the parties.

66. Waiver of Discovery, Trial, Valuations, Tax, and Acceptability: The parties do not desire to exercise any further discovery rights including, but not limited to, interrogatories, requests for documents, requests for admissions, oral depositions, rights to subpoena records and/or rights to obtain appraisers, accountants or actuaries. The parties do not desire a trial to have the court decide these resolved issues and waive such right. The parties understand that the mediator is not giving legal advice to either party but is a neutral facilitator only. The parties have not relied upon representations of the mediator in any way in the determination of the acceptability of this agreement, the valuation of the assets or obligations, or the tax implications of the terms herein. The parties have the right to advice of legal counsel of his or her own choice before signing this agreement and have received such advice or hereby waive that right.

67. Fair Settlement Disclosure: Both parties disclose that the terms herein are fair and reasonable and that they agree to the terms herein voluntarily and of his or her own free will, and that he or she does so free from any undue influence, threat, or duress.

68. Miscellaneous Provisions: The Stipulation of the parties is effective on the date signed by all parties. This agreement resolves all issues pending between the parties, except and unless specifically reserved herein. Both parties acknowledge the jurisdiction of this court and consents thereto. The parties agree that a final order shall issue from the court with these same terms, conditions, and provisions, and that until a final order is entered, the terms and conditions set herein are enforceable as a court order and are not mere recitations.

69. Consent to Entry of Decree. The parties consent to the entry of a Decree of Divorce consistent with the terms of this Agreement without further notice or hearing.

70. Construction of Agreement. This Agreement is the product of negotiation and compromise between the parties and will not be construed against either party as the alleged drafter. Both parties have had the opportunity to review this Agreement thoroughly, consult with their chosen legal counsel, and participate meaningfully in its preparation. Accordingly, the terms of this Agreement will be interpreted neutrally and not in favor of or against either party.

71. Name Change. If she so desires, Danielle may change her name to “DANIELLE NOEL BRADY.”

Approved as to form:

/s/ Jason Sant (Signed electronically with permission from July 7, 2026 email)

Jason Sant

Attorneys for Respondent

The judge's signature will appear at the top of the first page of this document.

CERTIFICATE OF SERVICE

The undersigned certifies that on the 6th day of July, 2026 she/he filed the foregoing DECREE OF DIVORCE using the Court's electronic filing system that automatically generated notice to the following:

Jason Sant
JOLLEY AND JOLLEY
37 W. 9000 S.
Sandy, UT 84070
Jason@jolleyandjolley.com

/s/ Garrett Hale
