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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY	
STATE OF UTAH, PROVO DEPARTMENT	
IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
BROOKE NICOLE EVERETT , Petitioner,	Case No. 264400194
and	Judge Tony F. Graf
TYLER REX EVERETT , Respondent.	Commissioner Marla R. Snow

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 ORDER, ADJUDGE and DECREE as follows:

JURISDICTION AND GROUNDS

1. Jurisdiction. The Court finds that it has jurisdiction over the parties and subject matter pursuant to Utah Code Ann. §78B-13-201, §78B-12-103 and §78B-15-104 because Utah is the home state of the minor child and the child has lived in the state since he was born or for at least six months prior to

the initiation of this proceeding..

2. Residency. The Court finds that the parties are actual and bona fide residents of Utah County, State of Utah, and have been for at least three (3) months immediately prior to the filing of this action.

3. Absence of Other Custody, Support, or Related Proceedings. The Court finds that the parties are unaware of any other proceedings, whether pending, previously filed, or concluded by order, in any court of law or governmental agency concerning the custody, child support, or parent-time concerning the parties' minor child. The parties are further unaware of any person not a party to these proceedings who holds, or claims to hold, physical custody, child support, or parent-time rights with respect to the parties' minor child. The parties are likewise unaware of any criminal, delinquency, or protective order proceedings involving either party or the parties' minor child.

4. Mother. Brooke is the Mother of the parties' minor child.

5. Father. Tyler is the Father of the parties' minor child.

PARENTING PLAN

The advisory guidelines set forth in Utah Code Ann. § 81-9-202 are non-binding guidance for interpreting this Parenting Plan. Where an express term of this Decree conflicts with those guidelines, the express term controls.

6. Legal Custody. The parties shall have joint legal custody of the minor child consistent with the provisions of Utah Code Ann. § 81-9-205. In exercising joint legal custody, the parties shall: (a) exchange information concerning the health, education, and welfare of the minor child on a timely

basis; (b) each retain authority to make minor and day-to-day decisions during the period in which that parent is exercising parent-time; and (c) keep each other reasonably informed of the activities, events, appointments, and significant matters in the minor child's life.

7. Decision-Making and Dispute Resolution. As set forth above, each parent shall have the right to make day-to-day decisions concerning the child while in the care of that parent. In the event of a dispute regarding a major decision affecting the minor child, the parties shall adhere to the following dispute resolution process prior to seeking judicial intervention, except in emergency situations requiring ex parte orders to protect the minor child, consistent with Utah Code Ann. § 81-9-203(10) and § 81-9-205(8):

- **Step 1 — Good Faith Cooperation.** The parties shall make a good faith effort to cooperate and communicate with one another before either parent makes a unilateral decision on any major issue affecting the minor child. Each party shall present his or her position clearly and consider the other party's perspective with the minor child's best interests as the paramount concern. Neither party shall make a unilateral major decision without first affording the other party a reasonable opportunity to confer. The parties shall document their good faith cooperative efforts, including the date, method, and substance of communications, in the event judicial intervention becomes necessary.
- **Step 2 — Mediation.** If the parties are unable to reach a mutual decision through good faith cooperation under Step 1, the

parties shall submit the disputed issue to mediation before either party may seek judicial relief. Mediation shall be conducted by a neutral, mutually agreed-upon mediator. The costs of mediation shall be shared equally by the parties. Both parties shall participate in mediation in good faith and shall not use the mediation process for purposes of delay or obstruction. Any agreement reached through mediation shall be reduced to writing and signed by both parties and shall thereafter be binding upon both parties as though incorporated into this Stipulation. In the event the parties cannot agree upon a mediator, either party may petition the Court to appoint one.

- **Step 3 — Court.** If the parties are unable to resolve the disputed issue through mediation under Step 2, either party may seek resolution through the Court. The Court shall have final authority to resolve the disputed issue in accordance with the best interests of the minor child. Prior to seeking judicial relief, the parties shall provide the Court with documentation evidencing their good faith efforts to resolve the dispute through Steps 1 and 2. The Court may, in its discretion, award attorney fees and costs to the prevailing party upon a finding that the other party failed to participate in the dispute resolution process in good faith, consistent with Utah Code Ann. § 81-9-203(10)(c)(v).

8. Communication with the Child. Each parent shall be entitled to reasonable and liberal communication with the minor child, including

by telephone, video conference, email, written correspondence, and other reasonable forms of virtual contact, at reasonable times. Each parent shall facilitate and encourage such communication while the minor child is in his or her care and shall not interfere with, monitor, or discourage the minor child's communications with the other parent. Further, the minor child shall be permitted to initiate contact with either parent at any time of the minor child's choosing, and neither shall parent discourage or interfere with such contact. Neither parent shall speak disparagingly or derogatorily about the other parent to the minor child, whether in person, by telephone, in writing, or by any other means, nor within the hearing or presence of the minor child or to another person within the hearing or in the presence of the child. A violation of this provision may be considered by the Court in any subsequent proceeding regarding custody or parent-time modification.

9. Communication Between Parents. The parties shall communicate primarily via text message and email regarding matters related to the minor child. All communications shall be conducted in a respectful and civil manner at all times. In the event either party engages in hostile, harassing, or uncivil communication, either party may demand in writing that all communications transition exclusively to the Our Family Wizard (OFW) application. Upon such written demand, the transition to OFW shall be completed within seven days. Each party shall be responsible for his or her own costs and fees associated with the use of OFW. Once transitioned to OFW, neither party may unilaterally revert to text message or email communication without the written consent of the other party.

Each parent shall notify the other parent as soon as reasonably practicable in the event of a medical or other emergency concerning the minor child. Each parent shall provide the other with a current address, telephone number, and email address within 24 hours of any change consistent with Utah Code Ann. § 81-9-202(11). Each parent shall provide the other with the name and contact information of any surrogate care providers for the minor child, consistent with § 81-9-202(14). Whenever either parent intends to travel out of the state of Utah with the minor child, he or she shall provide the other parent with a travel itinerary including dates, destinations, and a telephone number at which the traveling parent and minor child can be reached, consistent with § 81-9-202(19). All communications between the parties shall remain civil, and neither parent shall threaten, harass, or speak disparagingly or crudely to the other parent.

10. Participation. Both parents shall be entitled to attend and participate fully in any significant school, social, athletic, religious, or community function in which the minor child is participating or being recognized, consistent with Utah Code Ann. § 81-9-202(10)(b). The custodial parent shall notify the other parent of all such functions within 24 hours of receiving notice thereof, consistent with § 81-9-202(10)(a). Neither parent shall take any action to exclude or discourage the other parent's attendance at or participation in such functions.

11. Access to Records. Each parent shall be entitled to full and independent access to all educational, medical, religious, and other records of the minor child, consistent with Utah Code Ann. § 81-9-202(10)(c). Each parent shall be listed as a parent or legal guardian on all school, medical, and other

records pertaining to the minor child, and shall be designated as an authorized contact with all educational institutions, healthcare providers, and other relevant service providers. Neither parent shall take any action to restrict, limit, or interfere with the other parent's access to such records or designations. Each parent shall promptly provide the other with copies of any records received pertaining to the minor child's education, health, or welfare.

12. Joint Physical Custody. The parties shall have joint physical custody of the minor child pursuant to Utah Code Ann. § 81-9-205 and § 81-9-303. Mother's residence shall be designated as the minor child's primary physical residence for purposes of school enrollment, records, and all other legal purposes. The parties' joint physical custody arrangement shall result in the minor child residing with Mother approximately 60% of the time and with Father approximately 40% of the time, consistent with the optional parent-time schedule set forth in § 81-9-303, which the parties hereby adopt as the minimum parent-time schedule for Father.

- **Regular Non-Summer Residential Schedule.** During the regular school year and all non-summer periods, the parties shall exercise parent-time with the minor child in accordance with the following schedule:

- o **Mother's Regular Time.** As set forth in Paragraph 14, Mother shall have parent-time consistent with Utah Code § 81-9-303 and at all times not specifically awarded to Father herein, including, but not limited to, the period from Wednesday morning following Father's Tuesday

overnight through Friday at the regularly scheduled school dismissal time (or 5:30 p.m. when school is not in session), as well as all day on Mondays except during the conclusion of Father's alternating weekend parent-time.

- o **Father's Weekly Tuesday Overnight.** Father shall have parent-time every Tuesday beginning at the regularly scheduled school dismissal time and continuing overnight until Wednesday morning, at which time Father shall deliver the minor child to school at the regularly scheduled start time. In the event school is not in session on Tuesday, Father shall pick up the minor child from Mother at 5:30 p.m. In the event school is not in session on Wednesday, Father shall return the minor child to Mother by 8:00 a.m.

- o **Father's Alternating Weekends.** Father shall exercise parent-time on alternating weekends beginning on Friday at the regularly scheduled school dismissal time and continuing through Monday morning, at which time Father shall deliver the minor child to school at the regularly scheduled start time. In the event school is not in session on a Friday, Father shall pick up the minor child from Mother at 5:30 p.m. In the event school is not in session on Monday, Father shall return the minor child

to Mother by 8:00 a.m.

- **School Closures on Father's Weekend Fridays.** In the event school is not in session on a Friday during a Father's Weekend week, the parties shall revert to the holiday and school closure provisions set forth herein.

- **Father's Non-Weekend Weeks.** On weeks not designated as Father's weekend, Father shall pick up the minor child from school at the regularly scheduled dismissal time on Tuesday afternoon, or from Mother at 5:30 p.m. if school is not in session and shall have overnight parent-time through Wednesday morning. Father shall deliver the minor child to school at the regularly scheduled start time on Wednesday morning. In the event school is not in session on Wednesday morning, Father shall return the minor child to Mother by 8:00 a.m.

- **Transportation.** The parties shall share transportation responsibilities equally and shall make every good faith effort to cooperate and agree on transportation arrangements. In the absence of mutual agreement, the following default transportation obligations shall govern:

(1) The receiving parent — the parent whose parent-time is commencing — shall be responsible for picking up the minor child at the other parent's residence or at the minor child's school, as applicable;

(2) The parent concluding an overnight parent-time period on a school day shall be responsible for delivering the minor child to school at the regularly scheduled start time; and

(3) In the event the parties cannot agree on transportation arrangements for a specific period, the default transportation obligations set forth in Utah Code Ann. § 81-9-202(5) shall govern.

- Either party may request that any exchange of the minor child be conducted at the local police station or other mutually agreed-upon neutral location if circumstances warrant.
- A stepparent, grandparent, or other responsible adult designated by the receiving parent may pick up the minor child, provided that the receiving parent communicates the identity of the designated individual to the sending parent in advance of the pick-up, and the sending parent and the minor child are aware of the identity of the individual. The receiving parent shall be with the minor child by 7:00 p.m. on the day of pick-up, consistent with Utah Code Ann. § 81-9-303(11).

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Week 1	Dad	Mom	Dad	Mom	Mom	Mom	Mom
Week 2	Mom	Mom	Dad	Mom	Mom	Dad	Dad
Week 3	Dad	Mom	Dad	Mom	Mom	Mom	Mom
Week 4	Mom	Mom	Dad	Mom	Mom	Dad	Dad

13. Holidays. Holiday parent time shall be as the parties mutually agree. In the absence of mutual agreement, holiday parent-time shall be governed by the holiday schedule set forth in Utah Code Ann. § 81-9-303(15).

In the event of a conflict between the regular parent-time schedule and the holiday schedule, the order of precedence set forth in § 81-9-303(10)(a) shall control.

14. Summer Parent-Time. Extended summer parent-time for the minor child shall be governed by Utah Code Ann. § 81-9-303(7), as follows:

- **Father's Extended Summer Parent-Time.** Father shall be entitled to up to four weeks of extended parent-time with the minor child during summer break when school is not in session, consistent with § 81-9-303(7)(a). Of Father's four weeks:
 - (1) Two weeks, which may be consecutive, shall be uninterrupted parent-time for Father, consistent with § 81-9-303(7)(b)(i); and
 - (2) Two weeks, which may be consecutive, may be interrupted by Mother for a weekday visit on the same day on which Father is otherwise entitled to weekday parent-time, consistent with § 81-9-303(7)(b)(ii).
- **Mother's Extended Summer Parent-Time.** Mother shall likewise be entitled to two uninterrupted weeks of parent-time with the minor child during summer break, consistent with § 81-9-303(7)(c).
- **Summer Parent-Time Notification.** Each parent shall provide written notice to the other parent of his or her intended summer parent-time plans on or before April 15 of each year, which the parties hereby adopt as an agreed-upon deviation

from the statutory notification deadlines set forth in § 81-9-303(8)(b). In the event either party fails to provide notice by April 15, the following priority rules shall apply:

(1) If only one parent provides timely notice by April 15, that parent shall have priority for his or her designated extended parent-time;

(2) If both parents provide timely notice but request overlapping extended parent-time, Mother shall have priority in even-numbered years, and Father shall have priority in odd-numbered years; and

(3) If neither parent provides notice by April 15, the first parent to provide notice thereafter shall have priority for his or her designated extended parent-time, consistent with § 81-9-303(8)(c)(ii).

- **Mother's Interruption of Father's Extended Parent-Time.** If Mother intends to exercise her right to interrupt Father's extended parent-time under paragraph (2) above, Mother shall provide written notice of her intent to do so within ten days of receiving Father's summer parent-time notification, consistent with § 81-9-303(8)(d).

- **Holiday Priority During Summer.** Extended summer parent-time shall not override either parent's entitlement to holiday parent-time during the summer months, consistent with § 81-9-303(10)(a). In the event of a conflict between extended summer

parent-time and the holiday schedule, the order of precedence set forth in § 81-9-303(10)(a) shall govern.

15. Right of First Refusal. Parental care is presumed to be in the best interest of the minor child and preferable to surrogate care, consistent with Utah Code Ann. § 81-9-202(13). For purposes of this provision, “surrogate care” means care provided by any individual other than the parent of the minor child, consistent with Utah Code Ann. § 81-9-101(14).

- **Exercise of Right of First Refusal.** Each parent shall have the right of first refusal to provide care for the minor child before either parent arranges surrogate care. Accordingly, when either parent is unable to personally care for the minor child for a period of eight or more consecutive hours, that parent shall provide prompt written notice to the other parent of the anticipated absence and afford the other parent the opportunity to provide care for the minor child before arranging surrogate care. The notified parent shall respond within a reasonable time, not to exceed two hours of receiving notice, as to whether he or she is willing and able to exercise the right of first refusal.
- **Notice and Response Obligations.** Both parents shall have an ongoing affirmative duty to provide reasonable advance notice of any anticipated absence and of their availability to provide care, consistent with § 81-9-202(13)(b). If the notified parent fails to respond within two hours of receiving notice or indicates that he or she is unwilling or unable to provide care, the notifying parent may

arrange surrogate care without further obligation under this provision.

- **Prohibition on Circumvention.** Neither parent shall arrange surrogate care without first providing the other parent with written notice and a reasonable opportunity to exercise the right of first refusal as set forth herein. A consistent pattern of failure to provide notice as required by this provision may be raised by either party in any subsequent proceeding regarding custody or parent-time modification.

16. Relocation. If either parent intends to relocate more than 150 miles from the other parent's residence, the relocating parent shall comply with the notice provisions of Utah Code Ann. § 81-9-209, including providing no less than 60 days advance written notice of the intended relocation to the other parent. Upon receipt of such notice, either parent may petition the Court to review and modify custody and parent-time in accordance with § 81-9-209. Prior to filing any motion with the Court regarding relocation, the parties shall make a good faith effort to reach a mutually agreeable modification to the custody and parent-time arrangement, either directly or through mediation, consistent with the dispute resolution process set forth herein. The parties' obligation to attempt resolution through the dispute resolution process prior to seeking judicial intervention applies with full force to any relocation dispute, except in emergency situations requiring ex-parte orders to protect the minor child. Nothing in this provision shall be construed to limit either parent's right to relocate. However, any relocation that materially affects the existing custody and parent-time

arrangement shall be subject to Court review upon motion of either party, and the relocating parent's decision to relocate shall be one factor among others considered by the Court in determining whether a modification of custody or parent-time is in the best interests of the minor child.

17. Travel. When the minor child is traveling overnight or longer away from a parent's regular place of residence, the parent exercising parent-time shall provide advance written notice to the other parent containing the following information, consistent with Utah Code Ann. § 81-9-202(19): (a) an itinerary of travel dates; (b) destinations; (c) places where the minor child or traveling parent can be reached; and (d) the name and telephone number of an available third person knowledgeable of the minor child's location.

18. Modification. Neither parent may initiate court action to modify any provision of this Parenting Plan without making a good faith effort to resolve the dispute through the dispute resolution process set forth herein, including mediation. Unless both parties mutually agree in writing to waive the mediation requirement, both parties shall attend mediation in good faith with a mutually agreed-upon neutral mediator, the cost of which shall be shared equally by the parties.

19. Introduction of Romantic Partners. Prior to introducing the minor child to a romantic partner, the introducing parent shall provide advance written notice to the other parent of the intended introduction.

20. Mutual Restraining Orders. Both parties are mutually restrained from the following conduct:

- (1) Speaking or acting in any manner that would tend to diminish the minor child's love, affection, or respect for the other parent, including making disparaging, demeaning, or belittling remarks about the other parent to or within the hearing of the minor child, whether or not the remarks are believed to be true;
- (2) Discussing the issues in this matter with the minor child or attempting to influence the minor child's preferences regarding custody or parent-time;
- (3) Interrogating or otherwise prompting the minor child to provide information about the other parent's parent-time, personal life, or relationships;
- (4) Making parent-time arrangements through or in the presence of the minor child;
- (5) Using corporal punishment as a form of discipline;
- (6) Consuming alcohol to the point of impairment, using illegal drugs, or abusing prescription medications within 24 hours prior to or during any period of parent-time with the minor child;
- (7) Harassing, annoying, threatening, or otherwise disturbing the other party or the minor child; and
- (8) Committing any act of domestic violence or abuse against the other party or the minor child.

- **Substance Use Prohibition.** Neither party shall consume alcohol, use illegal drugs, or use any controlled substance not prescribed to that party in the presence of the minor child or during any period of

parent-time.

- **Third Party Conduct.** Both parties shall have an affirmative duty to prevent third parties from engaging in any conduct prohibited by this provision while in the presence of the minor child and shall remove the minor child from any circumstances in which such conduct is occurring.

FINANCIAL SUPPORT OF THE CHILD

21. Child Support Determination and Payment Terms.

Brooke's gross monthly income is \$3,113.98 and Tyler's gross monthly income \$3,380.00, as reflected in the Child Support Obligation Worksheet attached hereto. Child Support is awarded to Brooke in the amount of \$264.00 per month pursuant to the Utah child support guidelines, consistent with Utah Code Ann. § 81-6-303. Child Support shall be effective as of the date of the Stipulation and Settlement Agreement was entered as an Order of the Court. Child support shall be due and payable in two equal installments of \$132.00—one-half due on the 5th and one-half due on the 20th of each month. Either party may register this order with the Office of Recovery Services to initiate automatic income withholding consistent with applicable law.

22. Income Change Notification. Each party shall notify the other within thirty (30) days of any change in his or her gross monthly income.

23. Modification of Child Support. The child support order may be subsequently modified pursuant to Utah Code Ann. § 81-6-212, subsections (3) and (4), as applicable.

24. Adjustment and Termination of Child Support. Pursuant to

the Utah Child Support Guidelines, the base monthly child support award shall be automatically adjusted or terminated upon the occurrence of any of the following: the minor child reaches 18 years of age; graduates from high school during his normal and expected year of graduation, whichever of the foregoing occurs later; or the minor child dies, marries, enters the armed forces of the United States, or is otherwise emancipated.

25. Childcare Expenses. Work-related childcare expenses shall be divided equally between the parties pursuant to Utah Code Ann. § 81-6-209. A parent who incurs childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other parent within 30 calendar days of incurring the payment and shall be entitled to reimbursement of one-half of such payments from the other parent within 30 calendar days of receipt of verification. A parent who fails to provide timely written verification within 30 calendar days of payment may be denied the right to reimbursement for such payments.

26. Preferred Childcare Arrangements. Childcare arrangements existing during the marriage are preferred, as are childcare arrangements available at nominal or no charge, consistent with Utah Code Ann. § 81-9-202(13).

27. Family Member Childcare. A parent who utilizes a family member as a childcare provider shall not be entitled to reimbursement from the other parent unless both parties have agreed in advance in writing to the specific family member providing the care and the associated costs.

28. Health Insurance coverage. Health care coverage for the

medical expenses of the minor child shall be provided by a parent pursuant to Utah Code Ann. § 81-6-208. For purposes of this provision, “health care coverage” means coverage under which medical services are provided to a dependent child through: (a) fee for service; (b) a health maintenance organization; (c) a preferred provider organization; (d) any other type of private health insurance; or (e) public health care coverage, consistent with Utah Code Ann. § 81-6-101(14).

29. Obligation to Maintain Coverage. Either parent shall provide health insurance coverage for the medical expenses of the minor child if such coverage is available to that parent at a reasonable cost, consistent with Utah Code Ann. § 81-6-208(3)(d). In the event neither parent has access to coverage at a reasonable cost, the parties shall promptly notify each other and cooperate in identifying alternative coverage for the minor child.

30. Premium Sharing. Each parent shall share equally the actual out-of-pocket costs of the premium paid by the parent who maintains health insurance coverage for the minor child's portion of the insurance, consistent with Utah Code Ann. § 81-6-208(3)(d). For purposes of this provision, the minor child's portion of the premium shall be calculated by dividing the total premium amount by the number of persons covered under the policy and multiplying the result by the number of children in this matter, consistent with § 81-6-208(9). The parent maintaining coverage may receive a credit against the base child support award or recover the other parent's share of the minor child's portion of the premium, consistent with § 81-6-208(8)(a).

31. Household Member Coverage. If the parent obligated to

maintain coverage does not independently have health insurance but another member of that parent's household provides health insurance coverage for the minor child, that parent may receive a credit against the base child support award or recover the other parent's share of the minor child's portion of the premium, consistent with Utah Code Ann. § 81-6-208(8)(b).

32. Verification and Notification of Coverage. The parent maintaining health insurance coverage shall provide written verification of coverage to the other parent upon the minor child's initial enrollment and annually on or before January 2 of each calendar year, consistent with § 81-6-208(10)(a). The parent maintaining coverage shall further notify the other parent of any change in insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or shall have known of such change, consistent with § 81-6-208(10)(b).

33. Designation of Primary and Secondary Insurance. If, at any point in time, the minor child is covered by the health insurance plans of both parents, the health insurance plan of Mother shall be primary coverage for the minor child and the health insurance plan of Father shall be secondary coverage for the minor child. If a parent remarries and the minor child is not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health 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 minor child, consistent with Utah Code Ann. § 81-6-208(7)(a)(ii).

34. Uninsured and Unreimbursed Medical and Dental

Expenses. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor child, including co-payments, co-insurance, and deductibles, consistent with Utah Code Ann. § 81-6-208(3)(e). A parent who incurs such expenses shall provide written verification of the cost and proof of payment to the other parent within 30 calendar days of payment, consistent with § 81-6-208(10)(c). The notified parent shall reimburse the incurring parent one-half of such expenses within 30 calendar days of receipt of written verification. A parent who fails to provide timely written verification within 30 calendar days of payment may be denied the right to receive credit for or recover the other parent's share of such expenses, consistent with § 81-6-208(10)(d).

35. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, either party may elect to have medical, dental, or school expenses divided by the service provider into two separate accounts for payment—one account for each parent—provided that the service provider receives a copy of the Child Custody and Support Order at or before the date on which the service provider first renders services or issues a billing statement.

36. Extracurricular Expenses. Each parent shall be responsible for fifty percent (50%) of all out-of-pocket expenses incurred for extracurricular activities in which both parents have agreed in writing that the minor child may participate. The parent incurring such expenses shall provide written verification thereof, such as a receipt or invoice, to the other parent within thirty (30) calendar days of payment and shall be entitled to reimbursement of one-half of such expenses within 30 calendar days of the other parent's receipt of

verification. If an extracurricular activity has been mutually agreed upon in writing, both parents shall make reasonable efforts to ensure the minor child attends the activity during their respective parent-time periods. If an extracurricular activity has not been mutually agreed upon in writing, the non-consenting parent shall not be obligated to financially contribute to the activity, transport the minor child to the activity, or ensure the minor child's attendance during his or her parent-time

37. School Expenses. Each parent shall be responsible for fifty percent (50%) of all required out-of-pocket school expenses incurred through and including the minor child's completion of high school. The parent incurring such expenses shall provide written verification thereof, such as an invoice, bill, or receipt, to the other parent within 30 calendar days of payment and shall be entitled to reimbursement of one-half of such expenses within 30 calendar days of the other parent's receipt of verification.

- **Tax Filing and Dependency Exemption.** For the 2025 tax year, the parties shall file jointly and shall equally share any refund received or any amount owed. Commencing with the 2026 tax year, Mother shall claim the minor child in odd-numbered tax years, and Father shall claim the minor child in even-numbered tax years.
- **Conditions on Claiming Exemption.** Either parent's right to claim the minor child as a dependent in any given tax year is subject to the following conditions, consistent with Utah Code Ann. § 81-6-210(4) and (5):

(1) The claiming parent must be current on all child support obligations as of December 31st of the applicable tax year, consistent with § 81-6-210(4)(a); and

(2) Claiming the minor child must result in an actual tax benefit to the claiming parent in the applicable tax year, consistent with § 81-6-210(5).

- **Forfeiture of Exemption.** If either parent is unable to claim the minor child as a dependent in his or her designated tax year due to failure to satisfy either condition set forth above, the other parent shall be automatically entitled to claim the minor child as a dependent for that tax year, consistent with § 81-6-210(4)(b). The forfeiting parent shall execute all documents reasonably necessary to effectuate the transfer of the exemption to the other parent, including IRS Form 8332 or its equivalent, within 30 days of written request. Failure to execute such documents within 30 days of written request shall constitute a violation of this Stipulation and may be enforced through contempt proceedings.

SPOUSAL SUPPORT

38. Spousal Support. The parties mutually waive any and all claims to spousal support and maintenance now and in the future. Neither party shall be obligated to pay, nor is entitled to receive, spousal support or maintenance of any kind.

PROPERTY DIVISION

39. Real Property. During the marriage, the parties acquired real property located at 385 Clifton Avenue, American Fork, Utah 84003 (the "Property"). The parties shall list the Property for sale within 90 days of the entry of the Stipulation as a court order, with a mutually agreed-upon licensed real estate agent. If the parties are unable to agree upon a real estate agent within 90 days, either party may petition the Court to appoint one.

- **Preparation for Listing.** The parties shall cooperate in good faith to prepare the Property for listing, including necessary repairs and staging, the costs of which shall be shared equally by the parties. Each party shall bear one-half of all pre-listing repair and staging expenses. The party incurring such expenses shall provide written verification thereof to the other party within 30 calendar days of payment and shall be entitled to reimbursement of one-half within 30 calendar days of receipt of verification.
- **Listing Price.** The Property shall be listed at the price recommended by the listing agent based on a current comparative market analysis unless both parties mutually agree in writing to a different listing price.
- **Offers.** The parties shall cooperate in good faith to evaluate and respond to all offers received. In the event the parties are unable to agree on whether to accept or reject a specific offer, either party may petition the Court for resolution. An offer shall be deemed acceptable if it meets or exceeds the listed price and is not subject to unreasonable contingencies unless both parties mutually agree

otherwise in writing.

- **Vacancy During Listing.** The Property shall remain vacant during the listing and sale period. Neither party shall reside in the Property once it is listed for sale. All utilities¹ shall remain paid and active during the listing and sale period. In the event that any utilities are not currently active, the cost of restoring utility service shall be shared equally by the parties.
- **Sale Proceeds.** Upon closing, the proceeds of the sale shall be applied and distributed in the following order of priority: (a) payment of all outstanding mortgage balances, including the home equity line of credit ("HELOC") encumbering the Property, as addressed further herein; (b) payment of all real estate commissions and closing costs; (c) payment of any outstanding liens or encumbrances on the Property; and (d) the remaining net equity, if any, shall be divided equally between the parties. In the event the proceeds of the sale are insufficient to satisfy the full outstanding balance of the HELOC at closing, the remaining deficiency shall not delay or prevent closing, and each party shall be responsible for one-half of any such deficiency balance, consistent with the parties' equal allocation of the HELOC as set forth in Paragraph 49. Each party shall satisfy his or her respective share of any HELOC deficiency promptly following closing, and each party shall indemnify and hold the other harmless from any liability arising from the other party's failure to do so.

40. Vehicles. The following vehicles shall be awarded to each

¹ Utility amounts owed are listed in Paragraph 48 – Marital Debts.

party as his or her sole and separate property: (a) Tyler is hereby awarded the 2016 Ford Focus; and (b) Brooke is hereby awarded the 2016 Mazda CX-5. Each party shall be solely responsible for all debts, costs, insurance, and expenses associated with the vehicle awarded to him or her. Each party shall execute all documents necessary to remove the other party from the title of his or her respective vehicle within 60 days of entry of the Decree of Divorce, or as soon as practicable, whichever occurs first.

41. Personal Property. Each party is hereby awarded his or her own personal property as his or her sole and separate property, including but not limited to clothing, jewelry, premarital property, personal effects, books, documents, journals, and all personal property acquired after the date of permanent separation. The parties shall distribute all remaining marital personal property by mutual agreement. In the event the parties are unable to reach a mutual agreement as to the distribution of any item of personal property, the parties shall compile a comprehensive written inventory of all undistributed personal property and alternate selections therefrom, with the first right of selection to be determined by mutual agreement or, if the parties cannot agree, by coin toss. The following specific items of personal property are hereby awarded as follows: (a) Brooke is hereby awarded the Apple laptop computer; and (b) Tyler is hereby awarded the white camera.

42. Pets. Brooke is awarded Birdie as her sole and separate property. Tyler is hereby awarded all other pets acquired during the marriage as his sole and separate property.

FINANCIAL ACCOUNTS AND DEBTS

43. Financial Accounts. Each party is hereby awarded the financial accounts held solely in his or her own name as his or her sole and separate property. The Capital One credit card account was acquired during the marriage by both parties and constitutes a marital debt, the balance of which shall be addressed as set forth in the Debts provision below. Tyler shall close the Capital One credit card account within 30 days of entry of the Decree of Divorce. Tyler shall provide written confirmation of the closure of the Capital One Credit card account to Brooke within 30 days of completing such removal.

44. Retirement Accounts. Each party is hereby awarded the retirement accounts held in his or her own name, if any, as his or her sole and separate property. The parties represent that no joint retirement accounts were acquired during the marriage.

45. Marital Debts. The parties shall be responsible for the marital debts as follows:

Financial Institution	Nature of Debt	Awarded to
PNC Bank	Mortgage	Divided equally, whether the sale results in a net gain or a net loss. If the sale proceeds are insufficient to satisfy all outstanding mortgage obligations, including the

		HELOC, each party shall be equally responsible for any resulting deficiency or remaining debt.
Mountain America Credit Union	HELOC	Divided equally, whether the sale of the marital home results in sufficient proceeds to satisfy the HELOC in full or not. If the sale proceeds are insufficient to fully satisfy the HELOC balance at closing, each party shall be equally responsible for any remaining HELOC deficiency, consistent with the distribution provisions set forth herein.
Capital One	Credit Card	The balance as of the date the credit card account is closed shall be divided equally between the parties. If funds are available from the sale of the marital home, the parties will pay off the

		credit card. If not, each party shall be solely responsible for all charges incurred in his or her name on the account after the signing of the Stipulation. Tyler shall close the account and within 30 days of entry of the Decree of Divorce, as set forth herein.
	Student Loan	Tyler
	Student Loan	Brooke
American Fork City	Utilities	Jointly liable. \$897.08.
Comcast	Internet	Jointly liable. \$629.92
Enbridge	Utilities	Jointly liable. \$158.71

46. Each party shall remain responsible for payment of the debts allocated to that party herein, including the full outstanding balance associated with such debts at the time of payment.

47. Other Debts. Any debt or obligation not otherwise addressed herein, and any debt incurred by either party after the date of permanent separation, shall be the sole and separate obligation of the party in whose name such debt appears or by whom such debt was incurred.

48. Prohibition on Additional Joint Debt. Neither party shall incur any additional debt, charge, or obligation in the other party's name or on any joint account without the prior written consent of the other party. Any debt incurred in violation of this provision shall be the sole and separate obligation of the party incurring it, and that party shall indemnify and hold harmless the other party from any liability arising therefrom.

49. Refinancing Obligation. The party assigned responsibility for any joint debt shall have an ongoing obligation to keep such debt current and to refinance or otherwise remove the other party's name from the debt as soon as reasonably practicable. Upon payoff or refinancing of any joint debt, the responsible party shall promptly cause the other party's name to be removed from the account or shall close the account, as applicable, and shall provide written confirmation thereof to the other party within 30 days.

50. Hold Harmless. Each party shall indemnify, defend, and hold the other party harmless from any claim, liability, cost, or expense arising from any debt assigned to him or her pursuant to this Decree, including reasonable attorney fees incurred by the other party in defending against any such claim.

51. Notice to Creditors. Pursuant to Utah Code Ann. § 15-4-6.5, the party obligated to pay any joint debt shall provide a copy of the Decree of Divorce to all joint creditors existing at the time of entry of the Decree and shall notify each creditor of the parties' respective current addresses. The party obligated to pay a joint debt shall provide written confirmation of such notification to the other

party within 30 days of the entry of the Decree.

52. Creditor Rights. The parties acknowledge that the assignment of joint debts pursuant to this Decree does not alter or impair the rights of any creditor with respect to either party unless otherwise provided by the applicable contract or until a new agreement is separately entered into between the creditor and the respective party individually, consistent with Utah Code Ann. § 15-4-6.5.

MISCELLANEOUS PROVISIONS

53. Former Name. Brooke's name may be restored to her maiden name of Rawlings if she so desires.

54. Documentation Cooperation. Each party shall execute any and all documents reasonably necessary to implement the provisions of this Decree upon written request by the other party. Neither party shall unreasonably withhold or delay the execution of such documents. Failure to comply with this provision within 30 days of written request shall constitute a violation of this Decree and may be enforced through contempt proceedings.

55. Mediation. Prior to or concurrent with the filing of any Petition to Modify any provision of the final Decree of Divorce or any order entered pursuant thereto, the filing party shall make a good faith attempt to resolve the disputed issue through mediation. Both parties shall share the cost of mediation equally. This requirement applies to all provisions of the Decree of Divorce, including but not limited to custody, parent-time, child support, and any other financial or parenting provisions, and is consistent with the dispute resolution process set forth herein.

56. Attorney Fees. Each party shall be responsible for their respective attorneys' fees.

57. Miscellaneous Provisions. The parties' Stipulation and Settlement Agreement is approved and incorporated into this Decree as though fully set forth herein. A provision of the Stipulation addressed by an express term of this Decree remains subject to that term; a provision of the Stipulation on a matter this Decree does not address remains in full force and is not superseded by omission. To the extent an express term of this Decree conflicts with an express term of the Stipulation, the Decree shall control.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact, the Court concludes as a matter of law that the Court has jurisdiction over the parties and the subject matter of this action, and that the Petitioner is entitled to a Decree of Dissolution of Marriage from the respondent on the grounds of irreconcilable differences. The Court further concludes that the parties Stipulation and Agreement is fair and equitable and should be approved and incorporated into the Decree. Accordingly, a Decree of Divorce consistent with the foregoing Findings of Fact should be entered.

IT IS SO ORDERED.

Approved as to form:

/s/Tyler Everett

Tyler Everett

Respondent

Electronically signed with permission given via email on July 9, 2026.

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 27th day of July 2026 she filed the foregoing DECREE OF DIVORCE using the Court's electronic filing system. The following were served via email:

Tyler Rex Everett
tylereverett40@gmail.com

/s/Haley Ackerman

Paralegal