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**IN THE FOURTH DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH**

IN THE MATTER OF THE MARRIAGE OF:

JACOB TYLER BENGÉ,

Petitioner,

and

MOTSATSI MABEL BENGÉ,

Respondent.

DECREE OF DIVORCE

Case No. 254402799
Judge Anthony Howell
Commissioner Marian Ito

This matter comes before the Court by way of Petitioner Jacob Tyler Bengé's ("Mr. Bengé") and Respondent Motsatsi Mabel Bengé's ("Ms. Bengé") Stipulation and Settlement Agreement seeking the Court's entry of a Decree of Divorce. The Court, having reviewed the parties' Stipulation herein, acknowledges that grounds exist for issuance, that jurisdiction over this matter is proper, and that a Decree of Divorce may be entered. The Court, being convinced that no just cause for delay exists, hereby ORDERS, ADJUDGES, AND DECREES, as follows:

DECREE

1. **Residence.** The parties are residents of Utah County, State of Utah, and have been for at least three (3) months immediately prior to the commencement of this action.
2. **Marriage Information.** Jacob and Mabel were married on January 9, 2016, and are currently married. The parties separated on or about July 22, 2025.
3. **Grounds for Divorce.** During the course of this marriage, the parties have experienced irreconcilable differences, making continuation of the marriage relationship impossible. A Decree of Divorce shall be entered, dissolving the bonds of matrimony.
4. **General Jurisdiction.** This Court has general jurisdiction over this matter, pursuant to Utah Code §78A-5-102(1).
5. **Personal Jurisdiction.** This Court has personal jurisdiction over the parties, pursuant to Utah Code §78B-3-205 and Utah Code §78B-15-604.
6. **Venue.** Venue is proper in this Court, pursuant to Utah Code §78B-15-605.
7. **Home State Jurisdiction.** The minor child has lived in Utah for at least six (6) consecutive months immediately before the commencement of this child custody proceeding, and Utah is the minor child's home state, pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act. Accordingly, this Court has jurisdiction to make initial child custody determinations with respect to the minor child.
8. **Child Support Jurisdiction.** This Court has jurisdiction to enter child support orders, pursuant to Utah Code §§81-6-104(1) et seq. (Utah Child Support Act) and Utah Code §§78B-14-101 et seq. (Utah Uniform Interstate Family Support Act).

CHILDREN

9. Minor Child. The parties are the parents of one minor child, to wit: S.Z.B., date of birth September of 2021.

10. Custody. The parties shall share joint legal custody and joint physical custody of the minor child.

11. Utah Code §81-9-303 Parent-Time. Parent-time shall be as the parties agree. Unless the parties otherwise mutually agree in writing, Jacob's parent-time shall be pursuant to Utah Code §81-9-303, subject to the following clarifications:

a. Midweek/Alternating Weekend Parent-Time. Jacob shall exercise his midweek parent-time on Thursday of each week from the time the minor child is free from preschool/school until the minor child returns to school on Friday morning. When it is Jacob's alternating weekend parent-time, the minor child shall be in Jacob's care from Thursday after preschool/school until Monday morning when the minor child returns to preschool/school. If preschool/school is not in session, the parent-time exchange shall occur at 9:00 a.m.

b. Summer Parent-Time. Each parent shall be entitled to two (2) weeks of uninterrupted summer parent-time during the summer months when school is not in session. Jacob shall also be entitled to an additional two (2) weeks of summer parent-time that may be interrupted by midweek parent-time by Mabel. In calendar years ending in an even number, Jacob shall have the first choice of summer parent-time. In calendar years ending in an odd number, Mabel shall have the first choice. The parent with first choice shall provide the other parent with written notice of their selected summer parent-time by May 1st. The other parent

shall provide written notice of their selected summer parent-time by May 15th. If the parent with first choice fails to provide notice by May 1st, the other parent shall be entitled to first choice for that year. Summer parent-time shall not interfere with the other parent's scheduled holiday parent-time.

c. Holiday Parent-Time. Holiday parent-time shall be pursuant to paragraph 13 herein.

d. Change to 50/50 Parent-Time. After six (6) months during which Jacob has exercised no less than ninety percent (90%) of his parent-time pursuant to Utah Code §81-9-303 (unless otherwise mutually agreed in writing), Jacob's parent-time shall automatically increase to the 50/50 parent-time schedule set forth in Utah Code §81-9-305, as provided below. However, if the parties mutually agree in writing that Jacob shall exercise less than ninety percent (90%) of his scheduled parent-time during any portion of that six-month period, such reduction shall not prevent or delay the automatic increase in parent-time.

12. Utah Code §81-9-305 Parent-Time. At such time as Jacob's parent-time increases to the 50/50 parent-time schedule as set forth above, the parties shall exercise parent-time as they mutually agree. If the parties are unable to agree, the parties shall exercise parent-time pursuant to Utah Code §81-9-305, subject to the following clarifications:

a. The weekly parent-time shall rotate between Week 1 and Week 2, as indicated in the below table. The parent ending parent-time shall ensure the minor child is transported to preschool/school and the parent beginning parent-time shall ensure the minor child

is picked up from preschool/school. If preschool/school is not in session, the parent-time exchange shall occur at 9:00 a.m.

Overnights	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Mom	Mom	Dad	Dad	Mom	Mom	Mom
Week 2	Mom	Mom	Dad	Dad	Dad	Dad	Dad

b. Summer Parent-Time. Each parent shall be entitled to two (2) weeks of uninterrupted summer parent-time during the summer months when school is not in session. In calendar years ending in an even number, Jacob shall have the first choice of summer parent-time. In calendar years ending in an odd number, Mabel shall have the first choice. The parent with first choice shall provide the other parent with written notice of their selected summer parent-time by May 1st. The other parent shall provide written notice of their selected summer parent-time by May 15th. If the parent with first choice fails to provide notice by May 1st, the other parent shall be entitled to first choice for that year. Summer parent-time shall not interfere with the other parent's scheduled holiday parent-time.

13. Holiday Parent-Time. The parties shall follow the holiday parent-time schedule set forth below, which takes precedence over regular parent-time:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday begins at the time school is dismissed for Dr. Martin Luther King Jr. Day and ends upon delivering of the minor child to school on the day that school resumes.
Father	Mother	President's Day begins at the time school is dismissed for President's Day and ends upon delivering of the minor child to school on the day that school resumes.
Mother	Father	Spring Break begins at the time school is dismissed for Spring Break and ends upon delivering of the minor child to school on the day that school resumes.
Father	Mother	Memorial Day begins at the time school is dismissed for Memorial Day and ends upon delivering of the minor child to school on the day that school resumes, or 8:00 a.m. on the day following Memorial Day if there is no school.
Mother	Mother	Mother's Day Holiday begins at 5:30 p.m. on the day before Mother's Day and

		ends on Mother's Day at 8:30 p.m.
Father	Father	Father's Day Holiday begins at 5:30 p.m. on the day before Father's Day and ends on Mother's Day at 8:30 p.m.
Father	Mother	Juneteenth begins at (i) 5:30 p.m. on the day before the Juneteenth National Freedom Day if Freedom Day is not Father's Day; or, (ii) 8:00 a.m. on Juneteenth National Freedom Day if the day before Juneteenth is Father's Day. Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.
Mother	Father	July 4th begins on July 3 rd at 5:30 p.m. until July 5 th at 8:30 p.m.
Father	Mother	July 24th begins on July 23 rd at 5:30 p.m. until July 25 th at 8:30 p.m.
Mother	Father	Labor Day begins at the time school is dismissed for Labor Day and ends upon delivering of the minor child to school on the day that school resumes.
Mother	Father	Fall Break Weekend begins at the time school is dismissed for Fall Break and ends upon delivering of the minor child to school on the day that school resumes.
Father	Mother	Halloween October 31 st or the day that Halloween is traditionally celebrated in the local community, from the time school is dismissed or 3:00 p.m. if there is no school, until 8:30 p.m. on the same day the holiday begins.
Father	Mother	Thanksgiving begins at the time school is dismissed for Thanksgiving and ends upon delivering of the minor child to school on the day that school resumes.
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day begins when school is dismissed for winter break until December 27 th at 8:30 p.m.
Father	Mother	Second Half of Christmas Vacation , begins on December 27 th at 8:30 p.m. and ends upon delivering of the minor child to school on the day that school resumes.
Mother	Father	The day before or after child's birthday from 3:00 p.m. until 8:30 p.m.
Father	Mother	Child's actual birthday from 3:00 p.m. until 8:30 p.m.

14. Communication. The parties shall communicate in writing only, through the app "Our Family Wizard". All communication shall be polite, civil, and pertaining to issues regarding the minor child only. Each party shall be responsible for the cost of the base plan associated with his or her use of Our Family Wizard. If Jacob would like the parties to utilize a plan that has more features, Jacob shall pay the difference for Mabel between the base plan and the plan selected by Jacob.

15. Right of First Refusal. Each parent shall have the right of first refusal to provide care for the minor child in the event the parent with the child is unavailable to do so

overnight or longer during their scheduled parent-time, provided that the parent receiving notice is personally available and willing to provide the care and transportation.

16. Transportation. Transportation for parent-time exchanges shall be as the parties agree. If the parties are unable to agree, parent-time exchanges shall be as follows:

- a.** A party exercising the right of first refusal shall provide the transportation both directions.
- b.** Parent-time exchanges shall occur at the minor child's school when school is in session. The party ending parent-time shall ensure the minor child is delivered to school and the party beginning parent-time shall ensure the minor child is picked up from school.
- c.** When school is not in session, the party beginning parent-time shall provide the transportation for the parent-time exchange, which shall occur at the other parent's residence.
- d.** A third party who possesses a valid driver's license and is known to the minor child may facilitate transportation for parent-time exchanges.
- e.** The parent-time exchange shall occur curbside, meaning the parent providing the transportation shall remain within touching distance of his or her vehicle and the other party shall remain within touching distance of his or her residence.

17. Parenting and Educational Plan. The Parenting and Educational Plan shall include the following provisions:

- a.** Both parties shall be listed on and have access to the minor child's school, church, medical and other records and both parties shall be included as the parents on

such records. As joint legal custodial parents, it is the responsibility of each parent to contact the minor child's school, coaches, teachers, doctors, dentists, church leaders, etc. in which the minor child is involved to establish their own relationship and have notices of significant school, social, sports, and community functions in which the minor child is participating or being honored sent directly to each parent. Both parties shall be entitled to attend and participate fully. If one parent receives notice that the other parent would not have access to, the party receiving said notice shall notify the other parent within twenty-four (24) hours of receiving the notice;

b. Neither party shall bathe with the minor child or permit the minor child to sleep in the same bed with him or her;

c. The parties shall notify the other parent of injury or illness as soon as reasonably possible involving a minor child;

d. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

e. When a parent leaves the minor child in the care of a third-party caregiver, the name and contact information of the other parent shall be provided to the caregiver. Additionally, the other parent shall be provided the name and contact information of the caregiver;

f. The parties shall notify the other parent of any change of address, email address, and/or telephone number within twenty-four (24) hours of the change;

g. The parent who has the minor child in his or her care may make minor

day-to-day decisions regarding the minor child without having to consult with the other parent;

h. Neither party shall materially alter the minor child's physical appearance without the prior knowledge and consent of the other party. Material alterations include, but are not limited to, cutting or significantly changing the child's hair, coloring their hair, obtaining piercings or tattoos, or making any other non-emergency cosmetic changes;

i. For emergency purposes, whenever the minor child travels overnight or longer, the parent arranging the travel shall provide the other parent with an itinerary of travel dates, destinations, and places where the minor child can be reached;

j. Mabel shall be permitted to travel with the minor child to South Africa during her parent-time, unless the parties otherwise mutually agree in writing, provided that she complies with the following conditions:

- i. Mabel shall provide Jacob with at least thirty (30) days advance written notice of the intended travel.
- ii. Mabel shall provide Jacob proof of a round-trip ticket for the travel.
- iii. Mabel shall provide Jacob the travel itinerary.
- iv. Mabel shall ensure that any parent-time missed by Jacob due to the travel is made up within thirty (30) days of the minor child's return.

k. The parties will work together in a reasonable manner to accommodate each other and to provide the minor child consistency and stability;

l. Special consideration shall be given by each parent to make the minor child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child, or in the life of either parent which may inadvertently conflict with the parent-time schedule;

m. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication/virtual parent-time with the minor child. The parent with the minor child in his or her care shall not interfere with the virtual parent-time. Each parent shall allow the minor child to contact the other parent at any reasonable time for virtual parent-time;

n. The parties shall not place the minor child in the middle of their disputes

o. The parties shall not discuss with the minor child or in the minor child's presence adult issues, including the parties' legal proceedings or financial related issues of the parties;

p. The minor child shall not be used as messengers between the parents;

q. The parties shall maintain safe and appropriate sleeping and living accommodations for the minor child;

r. Each party shall have adequate clothing for the minor child at his or her residence;

s. Neither parent shall question the minor child about the other parent's activities, personal relationships or how the other parent spends his or her time or money;

t. The parties shall not ask the minor child to keep secrets from the other parent;

u. Each parent shall be supportive and respectful of the other parent in the presence of the minor child;

v. Both parties shall be restrained from saying or doing anything that would tend to diminish the minor child's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the minor child;

w. The party with the minor child in his or her care shall be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time;

x. Communication regarding the minor child shall be directly between the parents and shall not involve third parties;

y. The minor child shall continue in the child's current preschool/school through kindergarten;

z. Both parents shall have access to the minor child during school hours and the authority to check the minor child out of school during his or her custodial time for emergency purposes or necessary appointments; and,

aa. The parties shall make joint decisions regarding substantial or significant issues affecting the minor child including but not limited to the minor child's education, medical care, dental care, religious upbringing, counseling, and other major parenting

issues. After discussing the issue and researching solutions, if the parties cannot reach an agreement on a major issue regarding the minor child, the parties shall attend mediation. Each party shall be responsible for one-half the cost of the mediation. If the parties do not reach an agreement in mediation, either party may take the issue before the court.

18. Child Support. Jacob's gross monthly income is \$12,500. Mabel's gross monthly income is imputed at \$3,640. Based on the joint custody child support calculation worksheet for one minor child, with Jacob having the minor child 145 overnights each year and Mabel having the minor child 220 overnights each year, Jacob's child support obligation to Mabel will be \$836 per month, commencing August 1, 2026. Beginning the first month after the parties begin exercising 50/50 parent-time, Jacob's child support obligation to Mabel will be \$398 per month based on Jacob exercising 182 overnights of parent-time each year and Mabel exercising 183 overnights of parent-time each year. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable on or before the first day of each month.

a. Income Withholding. The party receiving child support is entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to Utah Code §26B-9-303.

b. Adjustment of Child Support. A child support order may be adjusted pursuant to Utah Code §26B-9-221.

19. Child Care Expenses. Each party shall be solely responsible for any child care expenses incurred during his or her respective parent-time, without reimbursement or contribution from the other party.

20. 2Medical/Dental Expenses. In accordance with Utah Code §81-6-208, a parent shall provide and maintain medical and dental insurance for the minor child if it is available to them at reasonable cost and is accessible to the child. Currently Jacob is providing the minor child's medical insurance.

a. ³Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor child's portion of insurance. The minor child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children in the instant case.

b. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the minor child's portion of the premium. In cases in which the parent does not have insurance but another member of the parent's household provides insurance coverage for the minor child, the parent may receive credit against the base child support award or recover the other parent's share of the minor child's portion of the premium.

c. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor child, including but not limited to deductibles and copayments.

d. The parent who is maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the minor child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew or should have known of the change.

e. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment with reimbursement to take place within the following thirty (30) days.

f. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subsections (d) and (e) of this paragraph.

g. If, at any point in time, the dependent minor child is covered by the health, hospital, or dental insurance plans of both parents, Jacob's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor child and Mabel's health, hospital, or dental insurance plan shall be secondary coverage for the minor child. If a parent remarries and the minor child are 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 minor child.

h. Medical Billing for a Minor Child. Pursuant to Utah Code §15-4-6.7, the parties may elect that medical/dental 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 or other controlling court order at or before the day on which the service provider first renders medical/dental services. A creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code §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 that share of the medical and dental expenses required to be paid by the parent under the order.

21. School Registration and Fees. The parties shall equally divide all reasonable and necessary school registration and school fees for the minor child. Proof of payment shall be provided by the party incurring the cost to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days.

22. Payment of School Fees. When a court enters an order that provides for the payment of school fees of a child pursuant to Section 81-4-204 or Section 81-4-406, a provider who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request of a parent, shall separately bill each parent for the share of the

school fee that the parent is required to pay under the order. A provider may bill a parent for the parent's share of a child's school fee under an order regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee. A provider, who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee, may not 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 school fee that the parent is required to pay under the order. Each parent is liable only for the share of the school fee that the parent is required to pay under the order.

23. Extracurricular Activities. The parties shall equally divide the cost of extracurricular activities for the minor child so long as the parties have mutually agreed to the activity in writing prior to the minor child being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the minor child in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the minor child in extracurricular activities shall do so at their own expense and the activity shall not interfere with the other party's parent-time.

24. Tax Benefits. Beginning with the 2026 tax year, the parties shall equally share claiming the minor child for tax benefit purposes related to filing federal and state tax

returns, with Jacob receiving the benefit for tax years ending in an even number and Mabel receiving the benefit for tax years ending in an odd number.

a. The party ordered to pay child support must be current on his or her child support obligation as of December 31st of the tax year he/she is entitled to claim the minor child for tax benefit purposes on his or her tax return.

b. The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the minor child when he/she is entitled to the tax benefit.

MEDICAL INSURANCE

25. The parties shall be responsible for their own medical insurance upon entry of the Decree of Divorce herein.

ALIMONY

26. Jacob shall pay Mabel alimony in the amount of \$1,539 per month commencing August 1, 2026. At such time as the parties are exercising 50/50 parent-time and the child support reduces to \$398 per month, the alimony shall increase to \$1,977 per month to maintain a combined child support and alimony amount of \$2,375 per month. The alimony is due on or before the first day of each month. The alimony shall automatically terminate upon payment for five (5) years, the death of either party, Mabel's remarriage, or Mabel's cohabitation as defined under Utah law, whichever occurs first.

ASSETS

27. Marital Home. The parties have sold their marital home and equally shared the proceeds. The parties do not own any other real property.

28. Vehicles. The parties acquired vehicles during the marriage, which shall be awarded as follows:

<i>Vehicle Description</i>	<i>Awarded to:</i>
2016 Subaru Outback	Jacob
2017 Hyundai Santa Fe	Mabel

a. The parties shall sign over the title to any vehicle(s) awarded to the other within thirty (30) days of signing this Stipulation. The parties shall also give the other any keys, or key fobs for those vehicle(s) within the same thirty (30) days. Each party shall be responsible for making sure that any vehicle awarded to them is properly registered in their own name after the transfer.

b. Each party shall be solely responsible for any debts, liabilities, and auto insurance related to the vehicle(s) awarded to them and shall hold the other party harmless therefrom.

29. 4Personal Property. The parties acquired personal property during the marriage. Each party is awarded the personal property which is now in their individual possession or under their individual control, except as otherwise indicated within this Stipulation.

30. Bank Accounts. Each party shall be exclusively awarded any and all bank accounts held solely in his or her name, free and clear from any claim by the other party.

31. 5Retirement Accounts. The parties acquired retirement accounts during the marriage, which shall be awarded as follows:

<i>Financial Institution</i>	<i>Acct. #</i>	<i>Approx. Balance</i>	<i>Awarded to</i>
Fidelity Pluralsight 401(k) Retirement Account	****9044	\$19,809	See subparagraphs (a) – (f)

			below
Fidelity Rollover IRA	****9379	\$2,153	See subparagraphs (a) – (f) below

a. Except as otherwise indicated herein, the retirement accounts shall be divided equally as of the date the Decree of Divorce is entered, including any gains or losses attributable to each party's awarded share through the date the division occurs. As part of the division, \$2,500 shall be allocated from Mabel's share to Jacob's share to satisfy Mabel's obligation for her portion of the Synchrony account.

b. Neither party shall borrow against or withdraw from the retirement accounts prior to the division of the accounts.

c. In an effort to save money, the parties will reduce the number of QDROs to be prepared, with Mabel's share of the retirement to be taken from the Fidelity Pluralsight 401(k) Retirement Account, so long as the retirement funds are divided as outlined herein.

d. The parties shall have a mutually agreed upon attorney prepare the Qualified Domestic Relations Order (QDRO) needed for the division of the retirement account.

e. The parties shall equally share the costs associated with the preparation of the QDROs.

f. The parties shall mutually cooperate in releasing the necessary information for the preparation of the QDRO.

DEBTS

32. The parties acquired debts during the marriage. Each party shall assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Citibank Credit Card (#1677)	\$0	Jacob
Synchrony Bank Credit Card	\$5,000	See subparagraph (a) below

a. **Synchrony Bank Credit Card.** The outstanding balance on the Synchrony Bank credit card shall be divided equally between the parties. Jacob shall be solely responsible for making all payments on the Synchrony Bank credit card, and Mabel's one-half share of the outstanding balance shall be satisfied by reducing her share of the retirement accounts as provided herein. Jacob shall make, at a minimum, the required monthly payment when due and shall pay the Synchrony Bank credit card in full on or before September 30, 2026.

b. **Joint Accounts.** Neither party shall incur any additional liability on joint credit cards or any joint accounts. The parties shall cooperate in closing joint credit card accounts or removing the name of the party not assuming the account within thirty (30) days of the signing of this Stipulation.

c. **Other Debts.** Any and all other debts and obligations shall be the sole and exclusive responsibility of the party who incurred the particular debt.

d. **Creditors.** The parties understand that for joint debts, upon the entering of the Decree of Divorce, 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.

e. Notification to Creditors. For any joint debts, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

f. Delinquency in Payments. If either party is obligated on a joint debt, the payment of that debt must remain current. 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.

MISCELLANEOUS

33. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the terms of this Stipulation.

34. Mediation. The parties shall attend mediation prior to, or simultaneously with, filing a Petition to Modify the Decree of Divorce. Each party shall pay one-half the cost of mediation.

35. Asset Division/Financial Claims. This Stipulation resolves the asset division and all financial claims either party has against the other through the date of the signing of this Stipulation.

36. Mutual Restraining Order. The following mutual restraining order provisions shall apply:

a. Both parties are mutually restrained from making disparaging or derogatory remarks about one another, either directly to each other, to the minor child, or in the

presence of the minor child. This includes verbal statements, written communications, or any other form of expression. For purposes of this provision, “disparaging or derogatory” shall include any negative or ill-speaking comments about the other party, regardless of if they believe it to be true or not. If a party becomes aware of any such prohibited conduct occurring in the presence of the minor child, that party shall take immediate steps to remove the child from such circumstances.

b. Both parties are mutually restrained from engaging in any conduct that constitutes annoyance, stalking, harassment, harm, or threats toward the other party.

c. Neither party shall enter the residence of the other without that party’s express permission.

d. Both parties are prohibited from posting, sharing, or permitting the posting or sharing of any photographs, stories, comments, or statements concerning the other party on any social media platform.

e. Both parties are mutually restrained from permitting any third party to engage in conduct that they themselves are prohibited from under this paragraph. Each party shall use their best efforts to prevent such conduct by third parties.

37. Former Name. An order shall enter restoring Mabel to her former name of Motsatsi Mabel Mawasha, shall she so desire.

38. Identity. Neither party shall use the other party’s likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

39. Full Disclosure. Each party warrants to the other that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Any deliberate failure to provide complete disclosure may constitute perjury and may allow a party to bring a claim regarding any undisclosed asset. The property referred to in this Stipulation represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

40. Attorney Fees and Costs. Each party shall assume and pay his or her own costs and attorney fees incurred in this action.

INTERPRETATION/APPLICABILITY

41. This document shall be governed by Utah law in all respects. Any references to Utah statute herein should mean the Utah Code in effect as of the date of entry of the final order.

SEVERABILITY

42. If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

DISCLOSURE

43. Each party has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and this Agreement encompasses and deals with all such assets and that there are no assets or

liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

***** END OF ORDER *****

***** ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE *****

APPROVED AS TO FORM:

Eve Call July 27, 2026

EVE CALL / DATE

Attorney for Respondent

Electronically signed with permission via email.

NOTICE TO PARTIES

PLEASE TAKE NOTICE that the undersigned will submit the foregoing **DECREE OF DIVORCE** for signature upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah Rules of Civil Procedure Rule 7(j).

SIGNED AND DATED this 28th day of July 2026.

DANIEL W. MCKAY & ASSOCIATES, PLLC

/s/ Daniel W. McKay

DANIEL W. MCKAY

Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on July 28, 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was served upon the following and electronically filed on September 17, 2024:

<u>PERSON</u>	<u>METHOD OF SERVICE</u>
Eve Call 3610 N University Ave Ste 275 Provo, Utah 84604 Email: ecall@jasonwhitelaw.com	☒ e-Filing (UCJA Rule 4-503) ☐ U.S. Regular Mail ☐ Facsimile Transmission ☐ E-Mail

DATED AND SIGNED this 28th day of July 2026.

DANIEL W. MCKAY & ASSOCIATES, PLLC

/s/ Madi Awtrey

Legal Assistant to:

DANIEL W. MCKAY

Attorney for Petitioner