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IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH

In the Matter of the Marriage of:
Jessica Powell,
Petitioner,
And
Timothy Powell,
Respondent.

DECREE OF DIVORCE

CIVIL NO. 264400814
JUDGE ROGER W. GRIFFIN
COMMISSIONER DUSTIN HARDY

The Court having reviewed the file and for good cause appearing, having previously entered its Findings of Fact and Conclusions of Law now hereby:

ORDERS ADJUDGES AND DECREES

1. The parties' martial relationship is dissolved. The parties are hereby divorced on the grounds of irreconcilable differences.

CHILDREN

2. **Minor Children.** There have been four (4) children born as issue of the marriage:

Minor Children's Initials	Month & Year of Birth
D.S.P.	April 2015
K.R.P.	July 2016
L.M.P.	December 2018
P.J.P.	May 2022

3. **1Custody.** The parties will share joint legal custody and joint physical custody of

the minor children.

4. Parent-Time. Parent-time shall be as the parties agree. If the parties are unable to agree, parent-time shall be as follows, with Tim's parent-time beginning the week after Jessica moves from the marital home:

a. Regular Weekly Parent-Time. The parties shall exercise regular weekly parent-time on a rotating two-week schedule with Tim exercising parent-time beginning Thursday and continuing through Wednesday of the following week. Jessica shall exercise parent-time beginning Wednesday and continuing through Thursday of the following week, as reflected in the table set forth below. The parent who is ending parent-time shall ensure the minor children are transported to school and the parent beginning parent-time shall ensure the minor children are picked up from school. When school is not in session, and for minor children not yet attending school, the parent-time exchange shall occur at 9:00 a.m.

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

b. 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 after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	President's Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Mother	Father	Spring Break 6:00 p.m. on the day that school dismisses for spring break to the day following the end of spring break with drop off at

		school, or 8:00 a.m. if school is not in session.
Father	Mother	Memorial Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to 7:00 pm. on the holiday
Father	Father	Father's Day 9:00 a.m. on the holiday to 7:00 pm. on the holiday
Father	Mother	Juneteenth 6:00 p.m. on the day before Juneteenth National Freedom Day if the day before is not Father's Day; or, 9:00 a.m. on Juneteenth if the day before is Father's Day. The holiday period ends at 6:00 p.m. on the day following Juneteenth.
Mother	Father	July 4th 6:00 p.m. on July 3 rd until 6:00 p.m. on July 5 th
Father	Mother	July 24th 6:00 p.m. on July 23 rd until 6:00 p.m. on July 25 th
Mother	Father	Labor Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	Columbus Day 6:00 p.m. the day before Columbus Day until 7:00 p.m. on Columbus Day
Mother	Father	Fall Break Weekend 6:00 p.m. on the day that school dismisses for fall break to the day following the end of fall break with drop off at school, or 8:00 a.m. if school is not in session.
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 4:00 p.m. if there is no school, until 9:00 p.m. on the same day the holiday begins.
Mother	Father	Veteran's Day 6:00 p.m. the day before Veteran's Day until 7:00 p.m. on Veteran's Day.
Father	Mother	Thanksgiving begins when school is dismissed for Thanksgiving until the Monday following Thanksgiving with drop off to school, or 8:00 a.m. if there is no school.
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 7:00 p.m.
Father	Mother	Second Half of Christmas Vacation , begins on December 27 th at 7:00 p.m. until drop off at school on the day that school resumes after the winter break.
Mother	Father	The day before or after child's birthday from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.
Father	Mother	Child's actual birthday from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.

c. 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. Tim shall also be entitled to an additional two (2) weeks of summer parent-time that may be interrupted by midweek parent-time by Jessica. In calendar years ending in an even number, Jessica shall have the first choice of summer parent-time. In calendar years ending in an odd number, Tim 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.

5. **Right of First Refusal.** Each parent shall have the right of first refusal to provide care for the minor children in the event the parent with the children is unavailable to do so for a period of seven (7) hours or longer during their scheduled parent-time, provided that the parent receiving notice is personally available and willing to provide the care and transportation.

6. **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 children's school when school is in session. The party ending parent-time shall ensure the minor children are delivered

to school and the party beginning parent-time shall ensure the minor children are picked up from school.

c. When school is not in session and for minor children not yet attending school, 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 children may facilitate transportation for parent-time exchanges.

7. **Parenting and Educational Plan.** The parties agree to adopt the following Parenting and Educational Plan provisions:

a. Both parties will be listed on and have access to the minor children'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 children's school, coaches, teachers, doctors, dentists, church leaders, etc. in which the minor children are involved to establish their own relationship and have notices of significant school, social, sports, and community functions in which the minor children are 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. The parties shall notify the other parent of injury or illness as soon as reasonably possible involving a minor child;

c. The parties shall provide each other with the names and telephone numbers of

teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

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

e. 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;

f. The parent who has the minor children in his/her care may make minor day-to-day decisions regarding the minor children without having to consult with the other parent;

g. For emergency purposes, whenever the minor children travel 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 children can be reached;

h. The parties agree to work together in a reasonable manner to accommodate each other and to provide the minor children consistency and stability;

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

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

time;

k. The parties shall not introduce the minor children to any person they are dating until they have been dating that individual for at least six (6) months. Furthermore, neither party shall permit a person with whom they are romantically involved to spend the night while the minor children are in their care until they are married;

l. Neither party shall materially alter the minor children'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 children's hair, coloring their hair, obtaining piercings or tattoos, or making any other non-emergency cosmetic changes;

m. The parties agree that they will not put the minor children in the middle of their disputes;

n. The parties will not discuss with the minor children or in the minor children's presence adult issues, including the parties' legal proceedings or financial related issues of the parties;

o. The minor children will not be used as messengers between the parents;

p. The parties shall maintain safe and appropriate sleeping and living accommodations for the minor children;

q. Each party will have adequate clothing for the minor children at his/her residence;

r. Neither parent will question the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money;

s. The parties will not ask the minor children to keep secrets from the other parent;

t. Each parent shall be supportive and respectful of the other parent in the presence

of the minor children;

u. Both parties shall be restrained from saying or doing anything that would tend to diminish the minor children'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 children;

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

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

x. The minor children shall continue attending Freedom Preparatory Academy and feeder schools;

y. The parties shall each reside within twenty (20) miles of Freedom Preparatory Academy, so long as they have minor children;

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

aa. The parties will make joint decisions regarding substantial or significant issues affecting the minor children including but not limited to the minor children'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 children, the parties shall meet with and discuss the issue with

an expert in the field of the dispute. If the parties are still unable to agree after meeting with and discussing the issue with an expert in the field of the dispute, the parties shall attend mediation. Each party shall pay one-half of the cost of mediation. If the parties do not reach an agreement in mediation, the parties shall follow the advice of the expert in the field of the dispute. If either party does not agree that following the advice of the expert in the field is in the best interest of the minor children, they may take the issue before the court.

8. Divorce Education and Orientation Class. The parties shall each complete the Divorce Education and Orientation Class as required by the State of Utah within fourteen (14) days of the signing of the Stipulation, if they have not already done so and shall provide one another with a copy of the certificate of completion of the class.

9. Child Support. Jessica's gross monthly income is imputed at \$1,257. Tim's gross monthly income is \$15,770. Based on the joint custody child support calculation worksheet for four (4) minor children, with Jessica having the minor children 210 overnights each year and Tim having the minor children 155 overnights each year, Tim's child support obligation to Jessica will be \$1,929 per month, commencing August 1, 2026. 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 one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

a. Reduction When Child Becomes 18. In accordance with statute, when 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, the base child support award is automatically reduced to reflect the lower base combined child support obligation shown in the table in Utah Code §81-6-213 for the remaining number of minor children due child support. The award may not be reduced by a per child amount derived from the base child support award originally ordered.

b. 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.

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

10. Child Care Expenses. In accordance with Utah Code §81-6-209, the child support order shall require that each parent share equally the reasonable work-related child care expenses of the parents.

a. If an actual expense for child care is incurred, a parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

b. In the absence of a court order, a parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

c. In the absence of a court order to the contrary, the parent shall notify the other parent of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

d.In addition to any other sanctions provided by the court, a parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with subsections 'b' and 'c'.

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

f.Currently, Tim's employer covers 100% of the premium for the minor children's health insurance. So long as Tim incurs no out-of-pocket cost for the minor child's health insurance coverage, Jessica shall have no obligation to contribute to the premium. If Tim's employer ceases to cover 100% of the premium, each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor children's portion of insurance. The minor children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor children 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.

g.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 children'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 children, the parent may receive credit against the base child support award or recover the other parent's share of the minor children's portion of the premium.

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

i.The parent who is maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the minor children, 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.

j.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.

k.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.

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

m. 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.

11. School Registration and Fees. The parties will equally divide all reasonable and necessary school registration and school fees for the minor children. 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.

12. 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.

13. Extracurricular Activities. The parties will equally divide the cost of extracurricular activities for the minor children so long as the parties have mutually agreed to the activity in writing prior to the minor children 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 children 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 children in extracurricular activities will do so at their own expense and the activity will not interfere with the other party's parent-time.

14. Tax Benefits. Beginning with the 2026 tax year, the parties shall equally share claiming the minor children for tax benefit purposes related to filing federal and state tax returns as follows:

- a.** So long as there are four (4) minor children, Jessica shall be entitled to claim K.R.P. and P.J.P. each year for tax benefit purposes and Tim shall be entitled to claim D.S.P. and L.M.P. each year for tax benefit purposes.
- b.** When there are three (3) minor children, Jessica shall be entitled to claim P.J.P. each year for tax benefit purposes and Tim shall be entitled to claim L.M.P. each year for tax

benefit purposes. The parties shall alternate claiming K.R.P. for tax benefit purposes with Jessica receiving the benefit for tax years ending in an even number and Tim receiving the benefit for tax years ending in an odd number.

c. When there are two (2) minor children, Jessica shall be entitled to claim P.J.P. each year for tax benefit purposes and Tim shall be entitled to claim L.M.P. each year for tax benefit purposes.

d. At such time as there is only one minor child, the parties shall alternate claiming the child with Jessica receiving the benefit for tax years ending in an even number and Tim receiving the benefit for tax years ending in an odd number.

e. The party ordered to pay child support must be current on his or her child support obligation as of December 31st to be entitled to claim any minor children for tax benefit purposes on his or her tax return for that year.

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

INSURANCE

15. **Medical Insurance.** The parties shall be responsible for their own medical insurance upon entry of the Decree of Divorce herein.

16. **Life Insurance.** During the marriage, the parties acquired term life insurance policies, which shall be awarded as follows:

a. Northwestern Mutual Life Insurance (acct. #2399). Tim is awarded the Northwestern Mutual life insurance policy (acct. #2399) on his life with a death benefit of \$1,239,285 as his sole and separate property. Tim has the right to name any beneficiaries of his

choosing. Tim shall be responsible for paying all future premiums if he desires to keep the policy in effect.

b. Northwestern Mutual Life Insurance (acct. #3114). Jessica is awarded the Northwestern Mutual life insurance policy (acct. #3114) on her life with a death benefit of \$500,000 as her sole and separate property. Jessica has the right to name any beneficiaries of her choosing. Jessica shall be responsible for paying all future premiums if she desires to keep the policy in effect.

c. Northwestern Mutual Life Insurance (acct. #1367). Tim is awarded the Northwestern Mutual life insurance policy (acct. #1367) on his life with a death benefit of \$500,000. However, so long as Tim has an ongoing alimony obligation to Jessica, he shall maintain this life insurance policy on his life naming Jessica as the sole beneficiary. Tim shall provide evidence to Jessica annually, no later than January 1st of each year, demonstrating that the policy remains in full force and effect and that Jessica continues to be named as the sole beneficiary. At such time as Tim no longer has an alimony obligation owing to Jessica, Tim shall have the right to name any beneficiaries of his choosing. Tim shall be responsible for paying all premiums associated with this policy.

ALIMONY

17. Tim shall pay Jessica alimony in the amount of \$3,271 per month for a period of seven (7) years and six (6) months, commencing August 1, 2026. The alimony is due one-half on the 5th and one-half on the 20th of each month. The alimony shall automatically terminate upon payment for seven (7) years and six (6) months, the death of either party, Jessica's remarriage, or Jessica's cohabitation as defined under Utah law, whichever occurs first.

ASSETS

18. Marital Home. 4During the marriage, the parties acquired a marital home located at 157 East Silver Oak Drive, Vineyard, Utah. The marital home shall be awarded as follows:

a. Tim shall have the exclusive use and possession of the marital home and shall be solely responsible for payment of the monthly mortgage, property taxes, insurance, utilities, and all other ongoing expenses associated with the home, holding Jessica harmless therefrom.

Jessica shall vacate the marital home by August 31, 2026, along with the items of personal property that are awarded to her.

b. The parties agree that Jessica's share of the equity in the marital home is \$225,000.

c. Neither party shall increase the debt owing on the marital home so long as both parties remain obligated on the mortgage. However, Tim may increase the debt only in connection with a refinance to remove Jessica from the mortgage or by obtaining a HELOC to pay Jessica her share of the equity in the home.

d. Tim shall pay Jessica \$10,000 of her share of the equity within thirty (30) days of the signing of the Stipulation.

e. Tim shall assume or refinance the mortgage solely into his name, removing Jessica from all liability, and pay Jessica her remaining share of the equity in the home in the amount of \$215,000, within three (3) months from the signing of the Stipulation.

f. Contemporaneously with Tim refinancing or assuming the mortgage, removing Jessica from all liability, and Jessica receiving her full share of the equity, Jessica shall execute a

quit claim deed transferring all right, title, interest, and remaining equity in the marital home to Tim.

g. If Tim fails to refinance or assume the mortgage solely into his name and pay Jessica her full share of the equity within the specified time period, the parties shall list the marital home for sale with a mutually agreed upon licensed real estate agent. The parties agree to follow the recommendations of the agent regarding listing price, price adjustments, and consideration of offers. Tim may remain in the home during the listing period and shall continue to be responsible for the mortgage and all related expenses until the sale is completed. Tim shall maintain the home in good showing condition and cooperate with showings. Upon the sale of the home, the net proceeds shall be distributed as follows:

- i. First, to pay the costs of sale (including agent commissions and closing costs);
- ii. Second, to satisfy the outstanding mortgage balance;
- iii. Third, Jessica to receive \$225,000, minus any payments previously paid to Jessica by Tim towards her share of the equity;
- iv. Fourth, the remaining proceeds shall be awarded to Tim.

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

<i>Vehicle Description</i>	<i>Awarded to:</i>
2023 Kia Carnival	Jessica
2019 Ford F-150 Raptor	Tim
Harley Davidson Soft Tail Heritage Classic Motorcycle	Tim

a. The parties shall sign over the title to any vehicle(s) awarded to the other within thirty (30) days of signing the Stipulation. The parties will 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.

20. **5Personal Property.** The parties acquired personal property during the marriage, which shall be awarded as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
One Long Sofa	Jessica
One Long Sofa	Tim
Ottoman	Tim
Bookshelf	Tim
Console Table	Tim
Area Rug	Tim
Soundbar	Tim
Nintendo Switch Console	Tim
Living Christ Art	Jessica
Restoration Art	Tim
Family Proclamation Art	Tim
Jesus Flower Art	Jessica
White AI Jesus Art	Tim
Brother Printer	Jessica
Framed School Portraits	Tim

a. The parties shall cooperate in equitably dividing the remaining items of personal property not specifically awarded herein. If the parties are unable to agree on the division of the remaining personal property, the parties shall return to mediation to address the issue.

b. Jessica shall remove all items of personal property awarded to her pursuant to the Stipulation and the parties agreed division of personal property at the time she vacates the marital home.

21. Bank Accounts. The parties acquired bank accounts during the marriage, which shall be awarded as follows:

<i>Bank/Financial Institution</i>	<i>Acct. #</i>	<i>Approx. Balance</i>	<i>Awarded To:</i>
Wells Fargo Checking	****0772	\$1,173.10	½ each
Wells Fargo Savings	****0591	\$525.00	½ each
Wells Fargo Savings	****1812	\$30.00	½ each
Wells Fargo Checking	****4955	\$617.80	½ each
Wells Fargo Savings	****7066	\$589.05	½ each

a. The balances in the above listed bank accounts shall be divided as of the date of the signing of the Stipulation. The parties shall cooperate in closing any jointly held bank accounts or removing the name of the party not maintaining ownership of the account, and completing the division of such balances within seven (7) days of Jessica moving out of the marital home.

22. Retirement Account. The parties acquired a PCS Retirement 401(k) retirement account during the marriage, with an approximate balance of \$116,425, which shall be equally divided between the parties, as follows:

a. The retirement accounts shall be equally divided as of the date the Decree of Divorce is entered, including gains or losses on each party's awarded portion, through the date the division of the account occurs.

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

c. Tim shall have the QDRO prepared by an attorney of his choosing and will pay the cost associated with the preparation of the QDRO.

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

e. Reasonable efforts shall be made to complete this within one-hundred twenty (120) days of the entry of the Decree of Divorce.

DEBTS

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

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Home Mortgage)	\$387,000	See Marital Home paragraph herein
MACU (Ford F-150 loan)	\$33,962	Tim
IRS (2025 taxes)	\$6,000	½ each
State of Utah (2025 taxes)	\$2,000	½ each
IHC Health Service (Jessica's surgery)	\$2,090	Jessica
Vineyard Pediatric Dental/Orthodontia	\$1,170	½ each
Wells Fargo Credit Card (Tim's credit card)	\$1,773	Tim
Wells Fargo Credit Card (Jessica's credit card)	\$535	Jessica
Jessica's Therapy	\$1,300	Jessica
Tim's Therapy	Balance	Tim

a. **Joint Accounts.** Neither party will 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 the Stipulation.

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

c. **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.

d. 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.

e. 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/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

24. 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 the Stipulation.

25. 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.

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

27. Mutual Restraining Order. The parties agree to the following mutual restraining order language:

a. Both parties are mutually restrained from making disparaging or derogatory remarks about one another, either directly to each other, to the minor children, or in the presence of the minor children. 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 children, that party shall take immediate steps to remove the children 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. At such time as the parties are no longer residing in the same home, 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.

28. Former Name. An order should enter restoring Jessica to her former name of Jessica Rae Porter, should she so desire.

29. 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.

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

SO ORDERED.

*Order becomes effective on the date of
electronically added signature and seal on page one.*

APPROVED AS TO FORM:

/s/ Brian Taylor
Brian Taylor for Timothy Powell
*Electronically signed by Bradley Blanchard with
permission of Brian Taylor*

*****Pursuant to URCP 7, this document will be submitted for signature if no objection is raised within one week of service. *****

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of July 2026, a true and correct copy of the foregoing document was served upon the following via email to:

Brian Taylor
Ryan Simpson
Attorneys for Timothy Powell

/s/ Diana Krautner

Diana Krautner

Paralegal to Bradley Blanchard