

Delana L Petersen

Name

2038 W 450 N

Address

Lehi, Utah 84043

City, State, Zip

801-722-9172

Phone

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Email

FILED

AUG 13 2026

4th DISTRICT
STATE OF UTAH
UTAH COUNTY

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Delana L Petersen

(name of Petitioner)

and

Brian Kendall Petersen

(name of Respondent)

Other parties (if any)

Divorce Decree

254403204

Case Number

Roger W Griffin

Judge

Dustin Hardy

Commissioner (domestic cases)

The court decrees:

Divorce

1. Delana L Petersen is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Delana L Petersen. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Delana L Petersen** and **Brian Kendall Petersen** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Dax Petersen**

Date of Birth: **Feb 7, 2009**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Dax Petersen**

Date of Birth: **Feb 7, 2009**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Feb 7, 2009**

Address: **209 S 850 W, Lehi, Utah 84043 United States**

(1).

Caretaker at this address: **Delana L Petersen**

Caretaker current address: **2038 W 450 N, Lehi, Utah 84043 United States**

(2).

Caretaker at this address: **Brian Kendall Petersen**

Caretaker current address: **209 S 850 W, Lehi, Utah 84043 United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Delana L Petersen** and **Brian Kendall Petersen's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Delana L Petersen** and **Brian Kendall Petersen** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Delana L Petersen** and **Brian Kendall Petersen**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Delana L Petersen** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Delana L Petersen's** home **182** overnights each year and in **Brian Kendall Petersen's** home **183** overnights each year.

The parents will follow a custom parent-time schedule.

a. **The parents acknowledge that physical custody arrangements established within this agreement determine the residential schedule and time allocations for when the children will be in the care of each parent. Both parents recognize that due to the ever-changing nature of individual lives, family dynamics, and children's developmental needs, any parenting plan is inherently experimental and subject to evolution over time. This physical custody arrangement considers multiple practical factors including geographical distance between homes, work obligations, and most importantly, the children's best interests. The parents understand that children's needs change as they develop, and their ability to adapt to divorce-related transitions may vary. This arrangement is therefore designed to be responsive to the children's ongoing social, emotional, and mental well-being. The parents agree that optimal custody arrangements emerge through careful observation and adjustment rather than rigid adherence to predetermined schedules. They commit to maintaining open dialogue about necessary modifications and will work collaboratively to make adjustments without court intervention whenever possible. The parents acknowledge that their ability to negotiate adaptations privately, while prioritizing their children's best interests, typically produces more positive outcomes than seeking court-imposed solutions. The parties shall share joint legal custody and joint physical custody of the minor child, Dax Petersen. Given the child's age (17), the parties agree that a formal parent-time schedule is not necessary; the child shall have liberal and reasonable access to both parents and shall reside with each parent approximately equally. Neither party shall relocate more than 150 miles from the other party's residence without providing sixty (60) days' prior written notice. Both parties shall abstain from**

making derogatory, disparaging, or negative remarks about the other parent in the presence of the minor child or any of the parties' children. The parties shall communicate respectfully regarding all matters affecting the child and shall cooperate in making major decisions regarding education, healthcare, and religious upbringing.

TRANSPORTATION AND PARENT-TIME EXCHANGES

Self-Transportation by Minor Child. The parties acknowledge that the minor child, Dax Petersen (date of birth 02/07/2009), is of sufficient age, maturity, and competence, and possesses a valid Utah driver's license and access to his own motor vehicle, to safely and reliably transport himself between the parties' respective residences for purposes of exercising parent-time. In recognition thereof, the parties hereby stipulate and agree as follows:

Self-Directed Travel. The minor child shall travel independently between the residence of Petitioner, located at 2038 W 450 N, Lehi, Utah 84043, and the residence of Respondent, located at 209 S 850 W, Lehi, Utah 84043, using his own motor vehicle. Neither parent shall be required to provide, arrange, or accompany the minor child during such transportation.

No Exchange Logistics Required. Because the minor child will self-transport, the parties shall not be required to conduct in-person parent-time exchanges, curbside transfers, or coordinated drop-off and pick-up logistics. Each parent shall make their residence reasonably available to receive the minor child during that parent's designated parent-time.

Vehicle, Insurance, and Operating Costs. The minor child's vehicle, automobile insurance, fuel, registration, maintenance, and all related operating expenses shall be addressed under the Logistical Expenses provisions of this Stipulation and shared equally (50/50) between the parties pursuant to the parties' Supplemental Support arrangement, except as otherwise agreed in writing.

Safety and Communication. The minor child shall notify the receiving parent upon his safe arrival at that parent's residence by text message, telephone call, or other reasonable electronic means. Both parents shall encourage and reinforce safe driving practices, compliance with all traffic laws, and maintenance of the vehicle in safe operating condition.

Inability to Self-Transport. In the event the minor child is temporarily unable to self-transport due to illness, vehicle unavailability, inclement weather, mechanical failure, suspension or restriction of driving privileges, or any other circumstance, the parties shall cooperate in good faith to arrange alternate transportation. The parent whose parent-time is commencing shall have the primary responsibility to arrange or provide such alternate transportation, with the cooperation and assistance of the other parent as reasonably needed.

Modification Upon Change of Circumstances. This self-transportation arrangement is predicated upon the minor child's continued possession of a valid driver's license, access to a functioning vehicle, and demonstrated ability

to safely transport himself. Should any of these conditions materially change, the parties shall meet and confer in good faith to establish a revised transportation arrangement consistent with the minor child's best interests, with neither party required to seek court intervention unless the parties are unable to reach agreement. **No Interference.** Neither parent shall unreasonably interfere with, restrict, or condition the minor child's ability to travel between the parties' residences during scheduled or agreed parent-time, except for legitimate concerns regarding the minor child's safety, health, or welfare. **Cost Allocation Generally.** Except as otherwise specifically provided herein or in the parties' Parenting Plan, each party shall bear their own costs and expenses associated with the minor child's parent-time, and neither party shall be entitled to reimbursement from the other for transportation-related expenditures incurred during their respective parent-time.

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial Years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.		
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All Years: Delana L Petersen is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All Years: Brian Kendall Petersen is the father	
Summer Break	Brian Kendall Petersen Odd years will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Brian Kendall Petersen. Brian Kendall Petersen will have an additional two weeks of extended Summer Parent-time at the option of Brian Kendall Petersen, subject to weekday parent-time for Delana L Petersen, but not weekends normally exercised by Delana L Petersen. Brian Kendall Petersen will notify Delana L Petersen of the summer break extended parent-time by May 1 each year. Delana L Petersen will also have two weeks of uninterrupted extended parent time when school is not in		

Holiday	Period	Noncustodial Years	Custodial Years
	session, at the option of Delana L Petersen. Delana L Petersen will notify Brian Kendall Petersen of the summer break extended parent-time by May 15 each year. If the notification by Brian Kendall Petersen is not timely, Delana L Petersen may determine the schedule for extended parent-time for Brian Kendall Petersen, so long as Delana L Petersen has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Delana L Petersen's Birthday	Delana L Petersen will have parent-time each year on Delana L Petersen's birthday from 3:00 p.m. until the following morning when Delana L Petersen delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended		All years

Holiday	Period	Noncustodial Years	Custodial Years
	parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		
Brian Kendall Petersen's Birthday	Brian Kendall Petersen will have parent-time each year on Brian Kendall Petersen's birthday from 3:00 p.m. until the following morning when Brian Kendall Petersen delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's	All years	

Holiday	Period	Noncustodial Years	Custodial Years
	residence for the uninterrupted extended parent-time.		

Parent-time transfers

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

13. The school the children will attend is based on **Delana L Petersen's** home residence.

14. Delana L Petersen and Brian Kendall Petersen has authority to check the children out of school. Delana L Petersen and Brian Kendall Petersen has access to the children during school. If the parents cannot agree, education decisions will be made by Delana L Petersen.

Communication with each other

15. Parents will communicate with each other by any method.

Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents

will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

18. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than 14 days, the parent arranging the travel will notify the other parent at least 20 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 10 days in advance. In case of emergency, the parent will provide as much notice as possible.

21. Other agreements about travel by the children: **HOLIDAY AND VACATION TIME AGREEMENT**

1. GUIDING PHILOSOPHY The parties acknowledge and agree that meaningful holiday and vacation time with each parent is essential to maintaining strong parent-child relationships. They commit to the following principles: a) Striving for equal and balanced distribution of holiday and vacation time between both parents b) Prioritizing the children's best interests in holiday and vacation planning c) Maintaining flexibility and cooperation in scheduling d) Supporting the children's relationships with extended family during holidays e) Ensuring predictability and structure in holiday and vacation arrangements

2. ANNUAL PLANNING PROCESS

2.1. Timeline and Procedure

a) The parties shall meet virtually or in person before January 15th of each year

b) During this meeting, they shall:

- i) Review all school breaks, holidays, and potential vacation periods for the upcoming year
- ii) Discuss their desired holiday and vacation schedules
- iii) Consider any special family events or traditions
- iv) Account for extended family celebrations and travel

2.2. Digital Calendar Implementation

a) The parties shall use a shared digital calendar system (e.g., Google Calendar) to:

- i) Input all agreed-upon holiday and vacation schedules
- ii) Mark school breaks and other significant dates
- iii) Document any special arrangements or modifications
- iv) Track the balance of time between parents

b) Both parties shall have full access to view and edit the calendar

c) Once dates are agreed upon and entered, they shall be considered confirmed unless modified by mutual written agreement

3. DISPUTE RESOLUTION

3.1. Resolution Process for Scheduling Conflicts

a) In the event of competing holiday or vacation requests, the parties shall:

- i) First attempt to

negotiate a mutually acceptable solution ii) Consider alternating years for significant holidays iii) Explore splitting the day when appropriate iv) Evaluate creative solutions that serve the children's best interests

3.2. Default Resolution Mechanism a) If the parties reach an impasse regarding specific holiday or vacation time: i) They may elect to use the Utah statutory guidelines under Utah Code §30-3-35 as a default solution for the disputed time period ii) If this default mechanism is used: - The following year, the other parent shall have priority choice for that same holiday or vacation period - This right of first refusal must be exercised during the annual planning meeting - The alternating pattern shall continue until modified by mutual agreement

3.3. Mediation Requirement a) Before initiating any litigation regarding holiday or vacation scheduling: i) The parties must attend at least one mediation session ii) Mediation costs shall be shared equally (50-50) between the parties iii) Both parties must make a good faith effort to resolve the dispute

4. VACATION SCHEDULING PARAMETERS

4.1. Notice Requirements a) For vacations requiring travel: i) Minimum 30 days' advance notice for domestic travel ii) Minimum 60 days' advance notice for international travel b) Notice shall include: i) Travel dates and destinations ii) Contact information and accommodations iii) Travel itinerary when applicable

4.2. Restrictions and Limitations a) Vacation time shall not interfere with: i) Major holiday celebrations with the other parent ii) Significant family events previously scheduled iii) Children's essential academic or extracurricular commitments b) Neither parent shall schedule vacations that: i) Conflict with court-ordered parent time without written agreement ii) Unnecessarily disrupt the children's routine or stability

Child care

22. A child care provider for our children must be:

A licensed child care provider.

A relative, friend, or neighbor.

23. Other terms about child care: **First Right of Refusal:** - During their respective parenting time, if either parent ("Offering Parent") is unable to personally care for the child(ren) for a period of three (3) hours or longer, they shall provide the other parent ("Receiving Parent") with the first right of refusal to assume care of the child(ren) during such time. - **Notification Requirements:** a. The Offering Parent must notify the Receiving Parent through both: i. A written communication (text message or email), AND ii. A telephone call - **Response Timeline:** a. The Receiving Parent shall have thirty (30) minutes from receipt of both forms of notification to accept or decline the opportunity to exercise their right of refusal. b. Failure to respond within the thirty (30) minute window shall be deemed a declination of the right of refusal. - **Alternative Care Arrangements During Scheduled Parent Time:** The parties acknowledge and agree that when a parent has committed to

exercising their scheduled parent time, they assume full responsibility for the care of the child(ren) during that designated period. In the event that the scheduled parent is unable to personally care for the child(ren) during their designated time, the following protocol shall be followed: 1. Right of First Refusal - The scheduled parent must first offer the time to the non-scheduled parent - This offer must be made as soon as the scheduled parent becomes aware of their inability to provide care - The offer should be made in writing (text or email acceptable) and include the specific dates and times care is needed - The non-scheduled parent shall respond within 24 hours unless circumstances require a more immediate response 2. Alternative Care Arrangements If the non-scheduled parent declines or is unable to assume care, the scheduled parent: - Retains full responsibility for securing alternative care arrangements - Bears all costs associated with alternative care - Must make arrangements with qualified and appropriate caregivers - Remains financially responsible for all care-related expenses

Relocation of a parent

24. Neither parent may relocate with the minor children more than 149 miles from their current residence without a written agreement signed by the parties or further court order.

25. Other terms about relocating: **The parties acknowledge that geographic relocation of either parent can have profound implications for the children's well-being and the non-moving parent's relationship with the children. Both parties agree to approach any potential relocation with heightened sensitivity and careful consideration of all impacted parties, particularly the children's emotional and developmental needs. Both parents understand and agree that they will provide the other parent a 60 day written or email notification of when they plan to relocate outside of the agreed-upon proximity. Any such relocation shall comply with Utah Code §81-9-209 (relocation notice requirements). Change of Custody Upon Relocation: The parties agree that they will address any changes in custody when the move is announced. Responsibility of Transportation Costs: The transportation costs will be negotiated at the time notice is given of the move. Additional Relocation Terms: There are no additional relocation terms.**

26. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parties as follows: **The parties acknowledge that geographic relocation of either parent can have profound implications for the children's well-being and the non-moving parent's relationship with the children. Both parties agree to approach any potential relocation with heightened sensitivity and careful consideration of all impacted parties, particularly the children's emotional and developmental needs. Both parents understand and agree that they will provide the other parent a 60 day written or email notification of when they plan to relocate outside of the agreed-**

upon proximity. Any such relocation shall comply with Utah Code §81-9-209 (relocation notice requirements). **Change of Custody Upon Relocation:** The parties agree that they will address any changes in custody when the move is announced. **Responsibility of Transportation Costs:** The transportation costs will be negotiated at the time notice is given of the move. **Additional Relocation Terms:** There are no additional relocation terms.

27. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

28. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

29. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. Mediation

30. Other agreements about resolving disputes:

b. The parties have agreed to joint legal custody and acknowledge their shared commitment to maximizing each parent's time with the children. Both parties recognize that while equal parenting time (50/50) is the desired goal, the practical implementation of such arrangements must be balanced against several key factors: Considerations for Parenting Time Arrangements The parties agree to consider the following factors when establishing or modifying parenting time: - Work schedules of both parents - Geographic location of each parent's residence - Available facilities in each household (bedrooms, study areas, etc.) - Children's school schedules and extracurricular activities - Children's best interests - Transportation logistics - Each parent's availability to supervise and care for the children **Dispute Resolution Process** Should disagreements arise regarding parenting time or visitation matters, the parties commit to the following resolution process: **1. Direct Communication** Parents shall first attempt to resolve any parenting time disputes through respectful, direct communication, focusing on the children's best interests and practical considerations. **2. Mediation** If direct communication fails to resolve the dispute, the parties agree to engage in mediation before seeking court intervention. The mediation costs shall be shared equally by both parties unless otherwise agreed in writing. **3. Good Faith Participation** Both parties commit to participating in mediation in good faith, including: - Attending all scheduled sessions - Arriving prepared with relevant documentation - Engaging constructively in problem-solving - Considering reasonable

compromises - Focusing on the children's best interests

4. Documentation

Any agreements reached through mediation shall be reduced to writing and signed by both parties. These written agreements shall have the same force and effect as if incorporated into the original custody order. Court Intervention

Court intervention shall be considered only as a last resort, after good faith attempts at direct communication and mediation have failed to resolve the dispute. Any party seeking court intervention must first demonstrate that the previous steps have been exhausted.

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

31. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Delana L Petersen) (Utah Code 81-6-203)

32. **Delana L Petersen's** gross monthly income for child support purposes is **\$5000**.

Delana L Petersen receives the following gross monthly income:

- a. **Delana L Petersen** is employed at **Breeze Airways**. **Delana L Petersen** earns **\$5000** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Brian Kendall Petersen) (Utah Code 81-6-203)

33. **Brian Kendall Petersen's** gross monthly income for child support purposes is **\$6666**. **Brian Kendall Petersen** receives the following gross monthly income:

- a. **Brian Kendall Petersen** is employed at **HighLighting Utah**. **Brian Kendall Petersen** earns **\$6666** gross (pre-tax) monthly income working a 40-hour a week job or less.

34. The adjusted gross monthly income for **Brian Kendall Petersen** is **\$6666**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

35. It is in the best interest of the children that **Brian Kendall Petersen** be ordered to pay child support to **Delana L Petersen** as follows:

- a. **\$69.00** per month base support. This amount complies with the Utah Child Support Act.

36. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

37. The **joint** custody worksheet was used to calculate child support.
38. The base child support amount using the joint custody calculation is **\$69** per month.

Child support reduction for extended parent-time

39. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

40. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

41. Child support will be paid as follows:

Based upon the parties' respective incomes (Husband: approximately \$80,000/year; Wife: approximately \$60,000/year anticipated), the Utah child support guidelines calculate a support obligation of approximately \$89.00 per month payable by Husband to Wife. Wife hereby voluntarily waives her right to receive child support. The parties acknowledge that child support is the right of the child and may be modified by either party or the Court if circumstances materially change.

42. The issue of past-due child support may be decided by future court or administrative action.

43. **Brian Kendall Petersen** will pay any ORS fees. If **Delana L Petersen** is the ORS applicant and the fees are withheld from payments to **Delana L Petersen**, **Brian Kendall Petersen** will reimburse **Delana L Petersen**.

44. The parties must notify each other within 30 days of any change in their income.

45. The parties will do the following for child related support or expenses:

- a. Based upon the parties' respective incomes (Husband: approximately \$80,000/year; Wife: approximately \$60,000/year anticipated), the Utah child support guidelines calculate a support obligation of approximately \$89.00 per month payable by Husband to Wife. Wife hereby voluntarily waives her right to receive child support. The parties acknowledge that child support is the right of the child and may be modified by either party or the Court if circumstances materially change.

46. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

47. **Brian Kendall Petersen** may claim the parties' children as dependents/exemptions for tax purposes.

a. Husband shall claim the minor child, Dax Petersen, as a dependent for federal and state income tax purposes for the 2026 tax year. Beginning in 2027 and continuing for each subsequent year the child qualifies as a dependent, the parties shall alternate the dependency exemption, with Wife claiming the child in odd-numbered years (2027, 2029, etc.) and Husband claiming the child in even-numbered years (2028, 2030, etc.). The party not claiming the child for a given year shall execute IRS Form 8332 or successor form upon request.

Child health care (Utah Code 81-6-208)

48. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

49. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Brian Kendall Petersen's** insurance will be primary coverage.
- **Delana L Petersen's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Brian Kendall Petersen's** spouse's insurance will be primary coverage.
- **Delana L Petersen's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the

expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

50. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

Given the minor child Dax Petersen is 17 years old, no regular day care expenses are anticipated. In the event any work-related child care expenses arise prior to the child's 18th birthday or high school graduation, such expenses shall be shared equally between the parties (50/50) and reconciled through the monthly reconciliation process described in the Supplemental Support section of the Stipulation.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

51. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

52. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

53. Vehicles will be divided as follows:

a.

Year: **2022**

Make: **Chevy**

Model: **Silverado**

VIN: **N/A**

Owner (before divorce): **Brian Kendall Petersen and Delana Petersen**

Current value: **\$49,910.00**

Amounts Estimated: **no**

Ownership After Divorce: **The 2022 Chevrolet Silverado shall be awarded to Husband with the associated GM Financial loan (balance ~\$38,995.88, payment \$1,025.80/mo). Husband shall be solely responsible for all remaining payments, insurance, and maintenance. Husband shall refinance within 90 days of the Decree to remove Wife's name. If Husband fails to refinance, Wife may seek Court enforcement and Husband shall pay Wife's reasonable attorney's fees. Husband shall hold Wife harmless from any liability.**

I.

Lender: **GM Financial**
Address: **P.O. Box 650595, Dallas, TX 75265**
Date Acquired: **N/A**
Amount Owed: **\$38,995.88**
Amounts Estimated: **no**
Monthly Payment: **\$1,025.80**

The debt will be paid as follows: **The 2022 Chevrolet Silverado shall be awarded to Husband with the associated GM Financial loan (balance ~\$38,995.88, payment \$1,025.80/mo). Husband shall be solely responsible for all remaining payments, insurance, and maintenance. Husband shall refinance within 90 days of the Decree to remove Wife's name. If Husband fails to refinance, Wife may seek Court enforcement and Husband shall pay Wife's reasonable attorney's fees. Husband shall hold Wife harmless from any liability.**

b.

Year: **2021**
Make: **GMC**
Model: **Canyon**
VIN: **N/A**
Owner (before divorce): **Brian Kendall Petersen and Delana Petersen**
Current value: **\$25,000.00**
Amounts Estimated: **no**
Ownership After Divorce: **The 2021 GMC Canyon (value ~\$25,000, no loan) shall be awarded to Wife free and clear. Husband shall execute all documents to transfer title to Wife within 30 days of the Decree.**
Loan: **N/A**

c.

Year: **2021**
Make: **Ford**
Model: **Ranger**
VIN: **N/A**
Owner (before divorce): **Brian Kendall Petersen**
Current value: **\$24,000.00**
Amounts Estimated: **no**
Ownership After Divorce: **The 2021 Ford Ranger (value ~\$24,000, no loan) shall be awarded to Husband free and clear. Wife shall execute all documents to transfer title to Husband within 30 days of the Decree.**
Loan: **N/A**

d.

Year: **2023**

Make: **Volkswagen**

Model: **ID4**

VIN: **N/A**

Owner (before divorce): **Delana Petersen**

Current value: **\$20,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **The 2023 Volkswagen ID4 (value ~\$20,000, VW Credit loan balance ~\$38,981.04, payment \$888.74/mo) shall be awarded to Wife. Loan is solely in Wife's name. Wife shall be solely responsible for all remaining payments, insurance, and maintenance. Wife shall hold Husband harmless from any liability.**

i.

Lender: **VW Credit**

Address: **PO Box 94005, Palatine, IL 60094**

Date Acquired: **N/A**

Amount Owed: **\$38,981.04**

Amounts Estimated: **no**

Monthly Payment: **\$888.74**

The debt will be paid as follows: **The 2023 Volkswagen ID4 (value ~\$20,000, VW Credit loan balance ~\$38,981.04, payment \$888.74/mo) shall be awarded to Wife. Loan is solely in Wife's name. Wife shall be solely responsible for all remaining payments, insurance, and maintenance. Wife shall hold Husband harmless from any liability.**

Bank and credit union accounts

54. Bank and credit union accounts will be divided as follows:

a.

Account Number: **3740**

Account Type: **Zions bank account**

Institution Name: **Zions Bank**

Address: **1 S Main St, Salt Lake City, UT 84133**

Date Opened: **N/A**

Balance (US Dollars): **\$105,000.00**

Estimated: **no**

Owner: **Brian Kendall Petersen**

Co-Owner(s): **N/A**

Divide as follows: **The Zions Bank account ending in 3740 shall be divided**

based on the balance as of March 15, 2026: Husband receives 70% and Wife receives 30%. Both parties shall make good-faith efforts to collect outstanding accounts receivable (~\$40,797) prior to said date. Wife shall pursue billing/collections; Husband shall make in-person collection efforts. Wife's 30% share shall be disbursed within 15 days of March 15, 2026. Receivables collected after March 15, 2026 shall be Husband's sole property as part of the business.

b.

Account Number: 5057

Account Type: UCCU bank account

Institution Name: UCCU

Address: 360 W 4800 N, Suite E160 Provo, UT 84604

Date Opened: N/A

Balance (US Dollars): \$10,797.00

Estimated: no

Owner: Delana L Petersen

Co-Owner(s): N/A

Divide as follows: Acknowledgment of Institutional Constraint. The parties' Stipulation at Paragraph 33 awarded the UCCU account ending in 5057 (the "UCCU Account") to Petitioner as her sole and separate property and required Respondent to cooperate in the removal of his name from the account within thirty (30) days of the Decree. The parties acknowledge that Respondent has been informed by Utah Community Credit Union ("UCCU") that, because Respondent is the primary account holder, UCCU will not permit the transfer of the account to Petitioner's sole name nor the removal of Respondent's name from the account in a manner that would convey ownership to Petitioner. The parties have therefore agreed to modify the mechanism by which Petitioner shall receive the value of this asset, while preserving the economic substance of the original award. 1. Withdrawal and Transfer of Funds. In lieu of transferring the UCCU Account itself, Respondent shall withdraw from the UCCU Account the full balance on deposit as of the date of entry of the Decree of Divorce (which the parties estimate to be approximately Ten Thousand Seven Hundred Ninety-Seven Dollars (\$10,797.00)) and shall pay over and deliver such funds to Petitioner. The transfer shall be completed within fourteen (14) days of entry of the Decree of Divorce, by cashier's check, certified funds, electronic funds transfer (ACH or wire), or such other method as the parties may mutually agree in writing. Respondent shall provide Petitioner with documentation evidencing the withdrawal and transfer, including a copy of the bank statement reflecting the closing balance and the

transfer confirmation. 2. Preservation of Funds Pending Transfer. From the date of execution of this Supplemental Stipulation through the date of transfer to Petitioner, Respondent shall preserve the full balance of the UCCU Account and shall not withdraw, dissipate, encumber, or otherwise reduce the funds therein, except for the purpose of effectuating the transfer to Petitioner described in Paragraph 69. Any interest accruing on the account between the date of the Decree and the date of transfer shall be included in the funds transferred to Petitioner. Should the balance of the UCCU Account, as of the date of entry of the Decree, be less than the estimated amount of \$10,797.00 due to ordinary banking fees, withholding, or interest fluctuation, the lesser actual balance shall satisfy this obligation. Should the balance be greater than \$10,797.00 due to interest accrual or deposits attributable to Petitioner, the entire balance shall be transferred to Petitioner. 3. Disposition of the UCCU Account After Transfer. Following the transfer of funds to Petitioner, Respondent shall close the UCCU Account or continue to maintain it solely in his own name, at his sole election. From and after the date of transfer, Petitioner shall have no further right, title, claim, or interest in or to the UCCU Account, and Respondent shall be solely responsible for any fees, charges, taxes, or other obligations associated with the account. Respondent shall hold Petitioner harmless and indemnify Petitioner from any liability, fee, charge, or obligation arising from the UCCU Account from and after the date of the Decree. 4. Mutual Cooperation; No Other Modification. The parties shall reasonably cooperate in executing any documentation required to effectuate the withdrawal and transfer described herein. Except as expressly modified by Paragraphs 68 through 71, all other terms and provisions of the parties' Stipulation regarding the UCCU Account, including the mutual hold-harmless and waiver of further claims, remain in full force and effect. The parties acknowledge that this modification is intended solely to address an institutional limitation on account transfer and that the economic award to Petitioner is unchanged. 5. Tax Treatment. The parties intend that the withdrawal and transfer of funds described herein shall constitute a tax-free transfer of property between spouses incident to divorce pursuant to Section 1041 of the Internal Revenue Code, and not a taxable distribution to either party. Each party shall report the transfer consistent with this intent and shall cooperate in providing any documentation reasonably necessary to support such treatment. Neither party shall claim a deduction for, nor recognize income from, the transfer of these funds.

55. This other property will be divided as follows:

Asset #1 Name: 2025 Joint Federal and State Tax Return Asst #1 Value: To be determined upon filing Amount she gets: 100% of any refund received Amount

he gets: \$0 Terms & Conditions: The parties shall file a joint federal and state income tax return for the 2025 tax year. Wife shall be responsible for preparing and filing the joint return. In the event a tax refund is received from either the federal or state return, the entire refund shall be awarded to Wife as her sole and separate property. In the event additional taxes are owed for the 2025 tax year, Husband shall be solely responsible for payment of all taxes owed, including any penalties, interest, or assessments. Husband shall hold Wife harmless and indemnify Wife from any and all tax liability, penalties, interest, or adverse consequences arising from the 2025 joint tax filing, including but not limited to any liability related to the business income of HighLighting Utah. Each party shall cooperate fully in providing all necessary documentation, W-2s, 1099s, and other tax records to facilitate timely filing. The return shall be filed no later than the applicable filing deadline, including any extensions.

Debts

56. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Other Debt

a.

Account Number: **1345**

Institution Name: **Wells Fargo**

Address: **420 Montgomery Street, San Francisco, CA 94104**

Amount owed on debt (in US Dollars): **\$4,900.00**

Minimum Monthly Payment (in US Dollars): **\$347.00**

Owner: **Brian Kendall Petersen**

The debt will be paid as follows: The Wells Fargo signature loan ending in 1345 (balance ~\$4,900, payment \$347/mo) for the hot tub shall be assigned solely to Husband. Husband retains the hot tub and is solely responsible for all remaining payments. Husband shall hold Wife harmless and indemnify Wife from any liability, collection actions, interest, penalties, or adverse credit reporting. Brian Kendall Petersen will pay the entire debt. Brian Kendall Petersen will provide a copy of the divorce decree to the lender.

Real property

57. The parties acquired the following real property during the marriage:

a.

Description: **Primary Home**

Address: **209 S 850 W, Lehi, Utah, Utah 84043 United States**

Tax ID: **38:397:0008**

Legal Description: **LOT 8, PLAT A, THE ESTATES AT WILLOW COVE SUBDV.**

AREA 0.349 AC

Date property acquired: **Dec 16, 2007**

Names on title: **Petersen, Brian Kendall and Delana**

Original cost: **\$450,000**

Current value: **\$820,000.00**

Property values estimated: **no**

Disposal: **The marital residence shall be awarded to Husband. The equity shall be determined by a licensed appraisal obtained within 30 days of execution of the Stipulation, less the outstanding first mortgage balance as of February 15, 2026. Husband shall pay to Wife one-half (50%) of the net equity in equal monthly installments over a period of ten (10) years, commencing 30 days after entry of the Decree. Husband shall be solely responsible for all mortgage payments, property taxes, insurance, and maintenance. Both parties' names shall remain on the mortgage and deed until Wife's equity is paid in full, at which time Wife shall execute a quitclaim deed. If Husband fails to make any equity payment or mortgage payment when due, Wife may, at her sole discretion, list the home for immediate sale. Upon forced sale, net proceeds shall first satisfy the mortgage, then reimburse Wife for any payments she made, and the balance shall be divided equally. Husband shall hold Wife harmless from any mortgage liability.**

i.

Creditor: **N/A**

Names on mortgage: **Peterson, Brian Kendall and Delana**

Date mortgage acquired: **Dec 16, 2007**

Mortgage balance: **\$252,550.00**

Monthly payment: **\$2,566.90**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: Brian Kendall Petersen will pay the entire debt. Brian Kendall Petersen will provide a copy of the divorce decree to the lender.

Business interests

58. The parties' ownership interests in business will be divided as follows:

a.

Business Name: **HighLighting Utah**

Description: **Christmas light installation**

Phone: **(801) 901-0011**

Address: **PO Box 676, Lehi, Utah 84043 United States**

Total Value: **\$0**

Percent owned by Petitioner: **0%**
Percent owned by Respondent: **100%**
Percent owned by Petitioner after divorce: **0%**
Percent owned by Respondent after divorce: **100%**

Alimony

59. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

60. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

61. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **empo**

Plan Name: **Empower 401(k)**

Plan Administrator: **Self**

Company Name: **Empower**

Address: **8515 E. Orchard Road, Greenwood Village, CO 80111**

Date Opened: **Apr 23, 2010**

Plan Value: **\$133877**

This plan is in the name of: **Delana L Petersen**

Divide as follows: **Wife retains 100% of the Empower 401k account. Husband waives any and all claims to this retirement account. The parties agree that no QDRO is necessary as the account is not being divided between the parties. Delana L Petersen should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 30 days after the divorce decree is entered.**

Additional provisions

62. The parties will adhere to the following additional provisions:

a.

Additional Provision: Petitioner (Delana) shall be solely responsible for 100% of all health insurance premiums for the minor child. Petitioner (Delana) shall maintain the child on her employer-sponsored health insurance plan or obtain

equivalent coverage. Petitioner (Delana) shall provide Respondent (Brian) with current insurance cards, policy information, and summary of benefits. Both parties shall have authority to submit claims and communicate with insurance providers. Both parties shall cooperate in completing all necessary forms and documentation. Each party shall promptly forward any insurance-related communications to the other party. Petitioner (Delana) shall be solely responsible for 100% of all non-covered medical, dental, vision, and other health-related expenses for the minor child, including but not limited to deductibles, co-payments, co-insurance, prescription medications, emergency care, routine dental and vision care, orthodontic treatment, and any other health-related costs not fully covered by insurance. Petitioner (Delana) shall pay providers directly or reimburse Respondent (Brian) within thirty (30) days of receiving documentation of any expenses Respondent (Brian) has advanced. Both parties shall maintain records of all health-related expenses for a minimum of three (3) years.

Additional Child-Related Expenses

1. Supplemental Support Categories: In addition to the base child support amount covering basic food and shelter expenses, the parties agree to establish three distinct categories of supplemental child-related expenses:

a) **Extracurricular Activities:** Defined as expenses that benefit or enhance the children's development, including but not limited to: - Sports participation and related equipment - Swimming lessons - Musical instrument lessons and instruments - Academic tutoring - Art classes - STEM programs or camps - Scouting activities - Dance or gymnastics lessons This category explicitly excludes pure entertainment activities such as movie tickets, video games, or recreational outings.

b) **Logistical Expenses:** Defined as practical costs associated with the children's daily lives, including but not limited to: - Cell phone bills and devices - School fees and supplies - Vehicle-related expenses (once driving age is reached), including: - Insurance premiums - Maintenance costs - Fuel allowance - Vehicle registration fees - Transportation costs for school or activities - Technology requirements for school

c) **Clothing Expenses:** All clothing purchases for the children, with the exception of specialized attire required for extracurricular activities, which shall be categorized under extracurricular expenses. All extracurricular and logistical expenses will be split 50-50.

4. Confidentiality of Financial Arrangements

a) The parties expressly agree to maintain strict confidentiality regarding all financial arrangements outlined in this agreement, including but not limited to: - The proportional split of expenses - Individual contribution amounts - Any disagreements regarding expenses - The existence of this supplemental support arrangement

b) The parties shall present a united front to the children regarding all financial decisions and shall: - Represent all decisions as joint decisions - Never discuss financial arrangements or disagreements with or in

the presence of the children - Maintain the appearance of equal participation and commitment to the children's activities - Direct any questions from the children about financial matters to age-appropriate discussions about general family budgeting - Refrain from any comments or behaviors that might reveal the underlying financial arrangements

5. Monthly Reconciliation and Payments

a) The parties shall conduct a monthly reconciliation of all expenses, which shall include:

- A detailed accounting of all expenditures from the shared fund
- Documentation of any expenses paid directly by either party
- Calculation of each party's proportional share based on agreed income percentages
- Determination of any credits or additional amounts due between parties

b) Reconciliation Process:

- The parties shall complete the reconciliation by the last day of each month
- All reconciliation communications shall be conducted via email to maintain written record
- Both parties shall provide copies of receipts or proof of payment for all expenses claimed
- The reconciliation email shall clearly state the total amount spent, each party's required contribution, and any balance due to either party

c) Payment of Balances:

- Any credits or balances due between parties must be paid within one (1) week of the reconciliation email date.

b.

Additional Provision: 2025 JOINT TAX RETURN Joint Filing for 2025 Tax Year. The parties shall file a joint federal and state income tax return for the 2025 tax year. Petitioner shall be responsible for preparing and filing the joint return. Each party shall cooperate fully and promptly in providing all necessary documentation, including W-2s, 1099s, K-1s, business records, deduction substantiation, and any other tax records required to facilitate timely filing. The return shall be filed no later than the applicable filing deadline, including any extensions properly requested. **Allocation of Refund.** In the event a tax refund is received from either the federal or state return for the 2025 tax year, the entire refund shall be awarded to Petitioner as her sole and separate property. Respondent hereby waives any claim to such refund and shall execute any documentation reasonably necessary to direct payment of the refund to Petitioner. **Allocation of Liability and Indemnification.** In the event additional taxes are owed for the 2025 tax year, Respondent shall be solely responsible for payment of all taxes owed, including any penalties, interest, or assessments. Respondent shall hold Petitioner harmless and indemnify Petitioner from any and all tax liability, penalties, interest, audits, deficiency assessments, or adverse consequences arising from the 2025 joint tax filing, including but not limited to any liability related to the business income of HighLighting Utah. This indemnification shall survive the entry of the Decree and shall remain enforceable until all applicable statutes of limitation for

assessment and collection have expired.

C.

Additional Provision: PARENTING PROMISES AND CO-PARENTING COMMITMENTS Mutual Promises. In furtherance of the Parenting Plan executed concurrently herewith, and for the benefit of the minor child, the parties hereby mutually pledge and commit to the following promises, which shall guide their conduct as co-parents: **Personal Space and Privacy.** Each parent shall respect the other parent's and the minor child's need for personal space and privacy. This includes refraining from unnecessary intrusions into the other parent's home, personal affairs, or new relationships; honoring age-appropriate privacy for the minor child in each household; limiting communication between parents to matters directly concerning the minor child's welfare; and not interrogating the minor child about the other parent's personal life, household, or activities. **United Front in Parenting.** Both parents agree to support each other's parental authority and maintain reasonably consistent rules, curfews, and discipline approaches between households. The parents shall collaborate on expectations regarding homework, lessons, school projects, and achievement motivation to provide continuity and security for the minor child. Neither parent shall undermine the other's reasonable parenting decisions, recognizing that consistency between homes supports the minor child's emotional well-being and academic success. **Communication on Important Issues.** Both parents shall promptly consult with each other when the minor child experiences school problems, emotional concerns, behavioral issues, or other significant matters. The parents shall share information, discuss potential solutions, and collaborate on implementing strategies to address the minor child's needs. **Affirmative Support of the Other Parent.** Each parent shall actively support the other's parenting role and speak positively about the other parent when communicating with the minor child. The parents shall hold one another in high esteem as parents in their respective conversations with the minor child throughout his life, to give the minor child permission to love each of them. Both parents recognize that maintaining a positive image of each parent is essential to the minor child's emotional well-being and acknowledge the minor child's right to love and respect both parents without conflict of loyalty. **Joint Decision-Making.** The parents shall make joint decisions regarding significant issues in the minor child's life, including but not limited to education, health care, and religious upbringing. Both parents commit to focusing primarily on the minor child's needs and best interests when making these decisions. The parents shall approach disagreements with a collaborative mindset, seeking solutions that benefit the minor child rather than competitive outcomes where

one parent's position prevails at the expense of the other. **Mutual Respect.** Both parents agree to respect each other's parenting styles, personal beliefs, and values. The parents acknowledge that parental conflict can cause significant emotional trauma and pain to the minor child. Therefore, they commit to: communicate respectfully about parenting decisions and differences in beliefs; refrain from criticizing the other parent's choices, beliefs, or values in the presence of the minor child; discuss any significant disagreements privately, away from the minor child; and seek mediation or professional guidance when disagreements cannot be resolved between themselves. **Direct Communication.** The parents shall communicate directly with each other regarding all matters concerning the minor child. The parents acknowledge and understand that the manner in which they communicate and speak about each other significantly impacts the minor child's emotional well-being and development. The parents mutually commit to maintaining civil, respectful, and direct communication on all child-related matters, and to refrain from making harmful, insulting, or denigrating comments about the other parent in the presence of the minor child or in any communication that may reasonably reach the minor child. **Relationships with Relatives.** The parents acknowledge the importance of the minor child's relationships with extended family members on both sides. Both parents recognize that maintaining these connections contributes significantly to the minor child's sense of identity, belonging, and emotional well-being. The parents mutually commit to support and encourage the minor child's relationships with grandparents, aunts, uncles, cousins, and other extended family members from both sides; and to make reasonable accommodations to facilitate such relationships. **Introduction of New Significant Others.** The parties acknowledge and agree that introducing new significant others to the minor child is a sensitive matter that requires careful consideration, planning, and cooperation between the parties to ensure the emotional well-being of the minor child. Each parent agrees to inform their significant other about the importance of respecting parental rights, exercise sound judgment regarding the timing and manner of any introduction, and refrain from causing the minor child to refer to a new significant other by any familial title (such as "mom," "dad," or equivalent) without the express written consent of the other parent. **Sharing Extracurricular Information.** The parents recognize the critical importance of remaining fully informed and jointly engaged in the minor child's educational development and extracurricular pursuits. Both parents shall share all school-related information in a timely manner, including report cards, progress reports, attendance records, disciplinary actions, parent-teacher conference dates, school events, schedules of athletic and academic competitions, performance dates, practice schedules, and any other information relevant to

the minor child's school or extracurricular life. **Sharing Logistical Information.** The parents shall ensure equal access to all child-related records, including educational records, medical and dental records, mental health records, religious records, and any other records reasonably relevant to the minor child's well-being. Each parent shall promptly forward to the other parent any communications received from third parties (schools, healthcare providers, coaches, religious leaders, and the like) that the other parent would reasonably want to know about.

d.

Additional Provision: **TURNOVER OF BUSINESS RECORDS — HIGHLIGHTING UTAH**

1. Acknowledgment of Petitioner's Prior Involvement. The parties acknowledge that during the marriage, Petitioner participated in the administrative, financial, and recordkeeping operations of HighLighting Utah, including but not limited to billing, invoicing, collection of accounts receivable, bookkeeping, customer communications, and the maintenance of digital and physical business records. The parties have stipulated that Respondent shall retain sole ownership of HighLighting Utah following entry of the Decree. To effectuate that award, Petitioner shall turn over to Respondent all information, records, and materials pertaining to the business as set forth in this section.

2. Scope of Information to Be Turned Over. Within thirty (30) days of entry of the Decree of Divorce, Petitioner shall deliver to Respondent, in their original form or in legible electronic copies, all information, records, data, and tangible or intangible property in her possession, custody, or control pertaining to HighLighting Utah, including without limitation:

a. **Customer Records —** All customer lists, contact information, service histories, prior estimates and quotes, signed contracts, work orders, scheduling records, and customer correspondence (whether by email, text message, or other electronic platform).

b. **Financial Records —** All accounts receivable ledgers, accounts payable records, invoices (issued and received), receipts, bank statements pertaining to business accounts, payment records, profit and loss statements, balance sheets, and any other internal financial reports.

c. **Tax and Regulatory Records —** All federal, state, and local tax returns, tax filings, sales tax records, payroll records, business licenses, registrations, insurance policies, and any correspondence with taxing authorities or regulators.

d. **Vendor and Supplier Records —** All vendor lists, supplier contracts, purchase orders, warranty documentation, and equipment purchase or lease agreements.

e. **Digital Assets and Access —** All usernames, passwords, multi-factor authentication credentials, recovery codes, and access information necessary to operate or recover business email accounts, accounting or invoicing software (including but not limited to QuickBooks, Square, Stripe, or similar platforms), social

media accounts, business websites, domain registrations, customer relationship management (CRM) tools, scheduling platforms, and cloud storage accounts containing business data. f. Intellectual Property and Marketing Materials — All logos, trademarks, marketing collateral, photographs of completed work, advertising materials, and any other materials reasonably associated with the business's brand or goodwill. g. Banking and Payment Records — All records associated with business banking accounts, merchant processing accounts, and payment platforms, including the Zions Bank account ending in 3740, to the extent such records are in Petitioner's possession or control. h. Communications Records — Copies of all emails, text messages, and other written communications in Petitioner's possession reasonably relating to HighLighting Utah's customers, vendors, employees, or business operations, to the extent reasonably retrievable. 3. Method of Turnover. Petitioner shall deliver the records described in Paragraph 63 by a means reasonably calculated to ensure their integrity, including by transferring electronic files via secure email, encrypted cloud transfer, or external storage device, and by delivering tangible records in person or by trackable courier. Petitioner shall preserve all such records pending turnover and shall not delete, destroy, alter, or render inaccessible any business records prior to delivery to Respondent. After delivery, Petitioner may retain copies of records to the extent reasonably necessary for her own personal tax, legal, or financial purposes, subject to the confidentiality obligations set forth below. 4. Continuing Cooperation. For a period of one hundred eighty (180) days following entry of the Decree, Petitioner shall reasonably cooperate with Respondent in identifying, locating, and retrieving any business records or digital assets not previously turned over, and in transitioning customer relationships, vendor accounts, and digital platforms to Respondent's sole control. Such cooperation shall include responding to reasonable written requests for information within seven (7) days, executing any documents reasonably necessary to confirm Respondent's ownership of business assets, and refraining from any conduct that would interfere with the orderly transition of the business. Petitioner's obligations under this paragraph shall not require her to perform substantive business work without compensation, but shall require her to provide information and documentation reasonably available to her. 5. Confidentiality and Non-Use of Business Information. Petitioner shall hold in confidence all proprietary or sensitive business information of HighLighting Utah that came into her possession during the marriage, including customer lists, pricing structures, vendor relationships, and trade practices. Petitioner shall not, directly or indirectly, use, disclose, sell, transfer, or exploit such information for her own benefit or for the benefit of any third party, nor shall she solicit any customer of HighLighting Utah for any

competing business purpose. This provision shall not prohibit Petitioner from disclosing information in response to a lawful subpoena, court order, or other legal compulsion, provided that Petitioner gives Respondent prompt written notice and a reasonable opportunity to seek a protective order. 6. Mutual Acknowledgment. The parties acknowledge that the foregoing turnover and cooperation provisions reflect their mutual agreement and that Petitioner consents to the obligations imposed herein. The parties further acknowledge that the timely turnover of business records is essential to Respondent's continued operation of HighLighting Utah and to the financial security of both parties, including Petitioner's interest in the timely collection of accounts receivable from which her allocated share of the Zions Bank account ending in 3740 will be funded.

Duty to sign documents

63. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

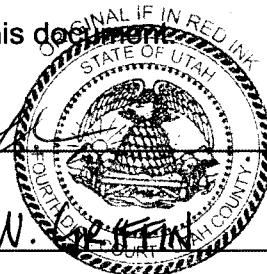
8-13-26, 9:33 AM
Date

Signature ▶

R. W. [Signature]

Judge

ROGER W. [Signature]



N/A
Date

Signature ▶

N/A

Commissioner

N/A

Approved as to Form.

Other Party
Signature ▶

[Signature]
ID L9x7v2p28Dz5jjys2rVWDmS5

Other Party Name Brian Kendall Petersen

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Brian Kendall Petersen**
Method of service: **Email**
Address: **brianinlehi@gmail.com**
Date of Service: **Apr 29, 2026**

4/29/2026

Date

Signature



Delana Petersen
ID: cxdVphukowadEKddjBEZp6BAg

Printed
Name

Delana Petersen