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IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH
137 N. Freedom Boulevard, Provo, Utah 84601

In the Matter of the Marriage of

ARIANNA FULLER,
Petitioner,

and

REMINGTON CLARK FULLER,
Respondent.

DIVORCE DECREE

Case No. 264400760
Judge Thomas Low
Commissioner Marian Ito

IN THIS MATTER, the parties have signed a Stipulation for Divorce consenting to the entry of a Decree of Divorce consistent with the terms set forth in the Stipulation. The Court, having reviewed the pleadings and the *Stipulation for Divorce*, finds that the Court has jurisdiction to enter a Decree of Divorce. The Court, having found and entered its *Findings of Fact and Conclusions of Law*, and being otherwise fully advised, and for good cause appearing, it is hereby **ORDERED ADJUDGED, AND DECREED** that:

The parties are granted a divorce on the grounds of irreconcilable differences pursuant to Utah Code Ann. §81-4-405(1)(h).

1. **Residency.** The parties are bona fide residents of Utah County, State of Utah, and have been for three (3) months immediately prior to the filing of this action.

2. **Marriage Status.** Petitioner and Respondent were married on December 20, 2012, in Orem, Utah, and are presently married.

3. **Divorce.** The marriage contract that existed between the parties is permanently dissolved and the parties are hereby divorced.

4. **General Jurisdiction.** This Court has general jurisdiction over this matter, pursuant to Utah Code §78A-5-102(1).

5. **Personal Jurisdiction.** This Court has personal jurisdiction over the parties and children, pursuant to Utah Code §78B-3-205.

6. **Venue.** Venue is proper in this Court, pursuant to Utah Code §81-4-402.

7. **Children.** The parties currently have three (3) minor children:

Name	Date of Birth
ELF	December 2013
SCF	April 2018
CDF	July 2023

8. **Home State & Proceedings.** Utah is the home state of said minor children pursuant to U.C.A. §81-11-201(1)(a). There are no other court proceedings involving these parties or children regarding custody, parent time, or child support.

PARENTING PLAN

9. **Physical Custody/Parent time.** The parties are awarded joint physical custody. Mother's address shall be designated as the primary residential address of the children for any relevant purposes not otherwise determined herein. This designation will not give an advantage in any future litigation between the parties. Regular parent-time between the children and each parent shall be at reasonable times and places as the parties may agree, taking into consideration a child's needs and schedules. If the parties cannot agree, they shall follow Utah Code §81-9-305. For the older two children a week-on / week-off pattern shall be followed with exchanges on Sunday at 4 pm. For the younger child (until he enters Kindergarten) a 2-2-5-5 pattern shall be followed with Mother's overnights being every Monday and Tuesday and every other Sunday overnight until the following morning, and Father's overnights being every Wednesday and Thursday and every other Sunday overnight until the following morning with alternating weekend parent time aligned with the older children and concluding Sunday at 4 pm. Once the younger child enters Kindergarten, he shall transition to the week-on / week-off schedule with the older children.

- a. The holidays shall be as the parties agree. If the parties cannot agree the holidays shall be according to Utah Code §81-9-303, with the exception of not observing Juneteenth, holiday, and using the following chart as a reference guide. Additionally, the parties shall be flexible in allowing the children to be with and celebrate a parent's birthday each year. Holidays supersede regular parent time without the need to make up or change the weekend alternation.

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to

		Tuesday morning with drop off to school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	July 4th 8 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 8 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with drop off to school
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7pm.
Father	Mother	Second Half of Christmas Vacation , beginning December 27 at 7pm until the day school resumes with drop off to school
Father	Mother	Child's actual birthday from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session
Mother	Father	The day before or after child's birthday from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 8 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with drop off to school

- b. During summer break beginning 2027, the parties shall exercise extended parent time with the children on a one week on / one week off basis, with exchanges occurring each Sunday at 4:00 p.m. Mother shall exercise the first week of summer (beginning the day all children are released from school) in odd-numbered calendar years and Father shall exercise the first week of summer (beginning the day all children are released from school) in even-numbered calendar years.

10. **Legal Custody.** The parties shall have joint legal custody. The parties shall both have access to medical records, school records, court records, and any other information or records concerning their children. The major decisions concerning their children's general welfare, education, discretionary healthcare treatment, and religious membership shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding a major decision, they shall seek the advice of an expert in the relevant field (doctor, therapist, teacher, etc.). If the parties cannot reach a decision after consulting with experts, Mother shall have provisional decision-making authority regarding the children's healthcare and education decisions and Father shall have provisional decision-making authority on the children's religious membership. A parent exercising provisional decision-making authority will notify the other parent in writing of their decision. If the other parent disagrees with the decision, they shall file a motion with the Court within 14 days of receipt of the decision. Failure to file a motion within 14 days of the receipt of the notice of the parental decision shall result in forfeiture of the Court review of that issue. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

11. **Relocation.** The parties have discussed a possibility/desire for simultaneous relocation to the Austin, Texas, area in Spring/Summer 2027. The parenting plan herein and parent time schedule shall be followed after a move. The parties shall mediate prior to seeking court action if a relocation causes or would cause the parent time schedule to be impractical.

12. **Education Plan.** The children will continue to attend their current registered schools in Orem, Utah, unless both parties mutually agree upon a different school. If there is a move to Texas, the parties shall discuss and mutually agree on the appropriate school(s) for the

children to attend. Neither parent may unilaterally disenroll or change a child's school once attending. Each parent shall have access to a child during school and authority to check a child out of school for healthcare or other reasonable circumstances on his or her parent time day.

13. **Communication.** The parties shall discuss all parenting concerns by text, e-mail or phone at any time needed and will not use their children to deliver messages. The parties shall use phone contact for emergencies or changes the day of the exchange.

14. **Telephone And Virtual Contact with Children.** Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. A parent's telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to call either parent at any time or any place as they desire. The children shall have access to a phone at each parent's home and neither parent shall stop the children from calling or texting either parent at any time during reasonable hours.

15. **Travel.** When the children travel with either parent overnight, all of the following shall be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; and,
- d. The name and telephone number of an available third person who would be knowledgeable of the children's location.

16. **Notification of Children's Events.** The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent

basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in. Both parents shall have access to information and shall not require the other parent to notify them of information that they may obtain through their own reasonable efforts.

17. **Special Events.** Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

18. **Mutual Restraining Orders.** The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties shall be mutually restrained from harassing or threatening the other party. Subsequent to the parties' June 1, 2026, separation, neither party shall introduce the children to a romantic partner until in an exclusive, committed dating relationship for at least six months, and there shall be no overnights during parent time with a romantic partner until in an exclusive, committed dating relationship for at least nine months. A child shall not be left alone with a romantic partner for more than 1 hour until engaged to marry or remarried. Neither party will introduce to the children a current paramour until January 1, 2027, at the earliest.

19. Neither party shall abuse controlled substances or become legally intoxicated by alcohol during or immediately prior to parent time.

20. **First Right of Refusal.** Each parent shall have first option to provide care for the children over any other third party if the parent responsible for the children is not available for a

period overnight or longer during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

21. **Parent's Involvement in Activities.** The parties may attend activities of the children if it is an activity normally attended by parents or they are invited by a leader to attend or participate.

22. **Transportation.** The parties shall equally share the transportation for parent-time, using school-to-school exchanges whenever possible. The parent who is the receiving parent will provide the transportation unless otherwise mutually agreed upon.

END OF PARENTING PLAN

23. **Child Support.** Father is employed and has bonus potential in addition to regular salary, but for child support purposes Father's gross monthly income is approximately \$8,127. Mother is employed as a therapist and not working full-time, but for child support purposes Mother's gross monthly income shall be imputed to full-time work at approximately \$7,800. Using the Utah Child Support Guidelines, with Mother at 183 overnights and Father at 182 overnights pursuant to the Utah Child Support Guidelines, joint custody worksheet, child support is \$49 beginning August 1, 2026.

a. There are no child support arrears owing.

24. **Medical/Dental Expenses.** The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the health expenses of the minor children in accordance with U.C.A. §81-6-208.

a. Each parent shall share equally the out-of-pocket costs of an insurance premium actually paid by a parent for the children's portion of insurance. The

children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the 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 children in the instant case. This amount shall be automatically deducted from the child support paid or owed.

- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental or orthodontic, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.
- c. The parent who incurs health care related expenses for a child shall provide written verification of the cost and payment of said expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary expenses for the minor children as indicated.
- d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent 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 dependent children.

25. **Childcare Expenses.** Utah Code §81-6-209 shall apply and be followed for equal sharing of work-related childcare expenses. Whenever possible, the parties shall each pay his or her one-half responsibility directly to the childcare provider on a timely basis. If one parent pays for the entire portion of childcare, they shall notify the other parent and provide them with proof of payment and the receiving parent shall reimburse the paying parent their one-half portion within 30 days. A parent, extended family members, or other responsible adults may be used for childcare when reasonable. Both parents shall be listed on any childcare records and as a primary contact for the provider.

26. **Activity Costs.** Each parent shall assume and be responsible for one-half (50%) of any out-of-pocket amount incurred for extracurricular activities that the minor children may be involved in that both parties approve in writing, in advance. If a parent enrolls a child in an unapproved extracurricular activity, that will be at their own expense. Neither parent may interfere with the other's parent time or demand the other parent provide transportation or participation by the child without mutual agreement in writing, in advance. If a parent incurs and pays any approved activity expense, they shall submit to the other parent an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment and shall be reimbursed by the receiving parent within 30 (thirty) days of receipt of those school expense invoices, bills, receipts, and/or verification.

27. **School Fees.** Each parent shall assume and be responsible for one-half (50%) of any out-of-pocket, required school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This does not include private school or tuition. If a parent incurs and pays any out-of-pocket, required school expense, they shall submit to the other parent an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment and shall be reimbursed by the receiving parent within 30 (thirty) days of receipt of those school expense invoices, bills, receipts, and/or verification.

28. **Dependency/Tax Credit.** The parties shall share the dependency/tax credit for the minor children as follows:

- a. While there are three minor children, the parties shall each receive one child as a dependency exemption. The Mother shall claim the youngest and the Father shall claim the oldest. The parties shall alternate claiming the middle child, with Mother doing so in even-numbered tax years, and Father in odd-numbered tax years.
- b. While there are two minor children, the parties shall each receive one child as a dependency exemption. The Mother shall claim the youngest and the Father shall claim the oldest.
- c. When there is only one minor child, Mother shall claim the minor child in odd-numbered tax years, and Father in even-numbered tax years.

29. **Alimony.** Each party has the ability to financially provide for him or herself, and therefore neither is awarded alimony from the other, now and forever.

30. **Real Property.** During the marriage the parties acquired a home and real property located at 1815 South 543 East, Orem, Utah ("Property"). Father shall be awarded the right to reside at the Property subject to his duty to make timely, full payments on the Property 1st mortgage, HELOC, taxes, insurance, utilities, and routine maintenance and repairs.

31. The Property shall either be listed for sale with a mutually agreed upon realtor by May 1, 2027, or Father shall have paid Mother her one-half share of equity by May 1, 2027, including removal of Mother from the 1st mortgage and HELOC loan obligations, if necessary, and paying Mother her one-half interest in home equity existing at that time.

32. If the home is listed for sale, the parties shall cooperate with the recommendations of the realtor for showing, listing, staging, and other contractual or related matters that are needed to market and sell the Property. Any major repairs or purchases recommended by the realtor shall be funded through the HELOC if possible. Neither party shall do anything to prevent or impede the sale of the Property.

33. If a refinance process is used, equity in the home shall be calculated by taking the value of the refinance appraisal and subtracting the then-existing balance of the 1st mortgage and HELOC. If a sale of the Property occurs, equity shall be calculated as proceeds of sale (purchase price less closing costs, commissions, satisfaction of the mortgage and HELOC, etc.). Each party shall be entitled to one-half of equity.

34. If a buyout process occurs, an independent appraisal of the property by Kevin Cloward, or another agreed upon appraiser, shall occur in order to determine the Property value, and equity in the home shall be calculated by taking the value from the appraisal and subtracting the then-existing balance of the 1st mortgage and HELOC.

35. Until a buyout, refinance, or sale is completed, neither party shall further lien, encumber, borrow against or use the Property as collateral.

36. **Separate Property**. Unless provided otherwise herein, all property and all property rights which may be vested in either party as a result of acquisition prior to the marriage, acquisition after separation, family inheritance, trusts, or similar sources shall be awarded to the party who acquired the same, or to the party from whose family it came.

37. **Personal Property**. During the course of the marriage relationship, the parties have acquired items of personal property including but not limited to vehicles, furniture, appliances, electronics, décor, etc. Arianna shall be awarded the 2016 Honda Odyssey. Remington shall be awarded the 2017 Hyundai Sonata. The parties shall cooperate to divide/award all other personal property and household items, and if there is a dispute they shall create a list of disputed items and alternate picking from the list with Arianna selecting first.

38. **Pets**. The parties shall cooperate concerning mutual use and enjoyment of their current pets (including sharing time with the pets as allowed by their residential circumstances) and sharing equally any reasonable and necessary veterinarian, food, and grooming expenses.

39. **Bank Accounts**. The parties acquired bank accounts during the marriage, which are awarded as follows:

- a. Any checking, savings, Venmo, Cashpay, PayPal or similar banking account that is held in one party's name exclusively, shall be awarded exclusively to that party, free and clear from any claim by the other party.

- b. The UCCU joint checking **1705, with an approximate balance of \$299 shall be awarded exclusively to Remington and Arianna shall cooperate to remove her name from the account if needed.
- c. The UCCU joint checking **2357, with an approximate balance of \$55 shall be awarded exclusively to Remington and Arianna shall cooperate to remove her name from the account if needed.

40. **Retirement Accounts/Investment Accounts.** The parties acquired retirement accounts and/or investment accounts during the marriage, which are awarded as follows:

<i>Financial Institution</i>	<i>Current Balance</i>	<i>Awarded to</i>
Vanguard 401k **7514 (in Remington's name)	\$46,212	See subparagraphs (a) – (g) below
Etrade Stock **0909 (in Remington's name)	\$6,792	See subparagraphs (a) – (f) below
IHC 401k (in Arianna's name)	\$2,310	See subparagraphs (a) – (f) below

- a. The parties are each awarded one-half of the marital portion of the retirement accounts as of the date of entry of Decree of Divorce, including gains or losses on their awarded portion through the date the division of the accounts occurs.
- b. Neither party shall borrow against or withdraw from the retirement accounts prior to the division of the accounts.
- c. The retirement accounts shall be valued as of the date the Decree of Divorce is entered.

- d. The parties shall have attorney Dave Hunter or Rori Hendrix prepare the Qualified Domestic Relations Orders (QDROs) for the division of the retirement accounts. In order to reduce the amount of QDROs required and to reduce costs, the parties may consider offsetting their respective awards such that Arianna keeps the IHC 401k and Remington keeps the Etrade Stock account, and only calculating Arianna's award in the Vanguard 401k in a single QDRO, so long as the total calculation provides an equal division of all three accounts.
- e. The parties will equally share the costs associated with the preparation of the QDRO(s).
- f. The parties shall mutually cooperate in releasing the necessary information for the preparation of the QDRO(s).

41. **Businesses**. There are no existing businesses acquired or commenced during the marriage.

42. **Debts and Obligations**. During the course of the marriage, the parties have acquired certain debts and obligations, which shall be assigned and distributed as follows:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Orem home 1 st mortgage	\$192,000	Remington until sold or refinanced (See Orem Marital Home paragraph herein)
Orem home HELOC	\$118,765	
Goldenwest CU Honda loan	\$16,190	Arianna
Remington Mohela student loan	\$58,751	Remington
Arianna Mohela student loan	\$111,650	Arianna
UCCU credit card **9990	\$9,525	Arianna
American Express credit card **1002	\$5,798	Arianna
MACU credit card **0480	\$15,384	Remington

UCCU credit card **	\$3,686	Remington
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- a. Each party shall be solely responsible for making timely payments and holding the other party harmless therefrom on the above-listed debts.
- b. Each party shall be solely responsible for his or her own monthly expenses, mortgage/rent and related expenses, vehicle expenses and insurance, phone, health care expenses, utilities, life insurance costs, etc. Neither party shall make any charges or extend the lines of credit on any debts or liabilities that would affect the other person.
- c. However, the parties shall remain on the current employer group health, dental, and vision insurance policies through the month a Decree of Divorce is entered. The HSA account in Remington's name shall continue to be used for family healthcare expenses until such time as the Decree of Divorce is entered.
- d. Any and all other debts and obligations, including credit card accounts, shall be the sole and exclusive responsibility of the party who incurred the particular debt or is listed as the primary account bearer, holding the other person harmless therefrom.
- e. Creditors. The parties understand that for joint debts upon entering the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

- f. Notification to creditors. Pursuant to Utah Code §15-4-6.5, the party under the obligation to pay a debt shall provide a copy of the parties' Decree of Divorce to all joint creditors of the parties existing at the time of the entry of the divorce and notify the creditors regarding the parties' separate current addresses.
- g. Delinquency in payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

43. **Life Insurance.** Each party shall be solely awarded his or her own life insurance policies and allowed to designate beneficiaries as deemed appropriate.

44. **Taxes.** The parties shall be ordered to file separate tax returns for the tax year 2026, and thereafter.

45. **Name Change.** Mother may legally change her name and be known as ARIANNA ALICIA ARAGON, if she desires.

46. **Documentation.** Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

47. **Mediation.** Prior to a Petition to Modify being filed to change any provision of the final decree, the parties must make a good faith attempt to resolve the issue through a mutually agreed upon mediator or mediation service.

48. **Attorney Fees.** Each party shall be ordered to assume their own costs and attorney's fees incurred in prosecuting this action.

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

[ORDER IS SIGNED WHEN ELECTRONICALLY STAMPED BY THE COURT ON THE FIRST PAGE]

APPROVED AS TO FORM:

/s/ Zachary J. Starr

ZACHARY J. STARR

Attorney for Petitioner

Signed with permission from email dated July 21, 2026

CERTIFICATE OF SERVICE

I certify that I caused a true and correct copy of the foregoing Divorce Decree to be served this 21st day of July 2026, by the method(s) indicated below, to the following:

Zachary J. Starr
Attorney for Petitioner
zstarr@moodybrown.com

Sent via:
☐ U.S. Mail
☐ Hand Delivered
☒ Email
☐ Electronic Filing

/s/ Bonnie Wilkins
BONNIE WILKINS
Legal Assistant