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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH

137 North Freedom Blvd, Provo, UT 84601

In the matter of the marriage of:

MARIAH VIALPANDO,

Petitioner,

and

JAYSON JAMES VIALPANDO,

Respondent.

DECREE OF DIVORCE

Civil No. 264400003
Judge Powell
Commissioner Ito

This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was previously filed. The Court having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

GROUND AND JURISDICTION

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved, and the Petitioner is hereby awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

2. Residency. Petitioner (hereinafter “Mariah” and “Mother”) has been a resident of Utah County for at least three months prior to the filing of this action.

3. Marriage Statistics. Mariah and Respondent (hereinafter “Jayson” and “Father”) were married on October 19, 2012 in Salt Lake City, UT.

CHILD CUSTODY/PARENTING PLAN

4. Children. There have been 3 (three) children born as issue of this marriage:

1. Name	2. Month/Year of Birth
3. VBV	4. December 2015
5. IJV	6. April 2018
7. JJV	8. June 2022

5. Child Custody Jurisdiction. Utah has jurisdiction to make the initial child custody determination pursuant to U.C.A. §81-11-201, *et seq.* The children have resided in Utah for at least six consecutive months immediately before the commencement of this proceeding, and Utah is the home state of the children. A court of another state does not have jurisdiction over the children, and the children and at least one parent have a significant connection with Utah, and substantial evidence is available in Utah concerning the children’s care, protection, training, and personal relationships.

6. Joint Custody. Mariah and Jayson are awarded joint legal custody of the minor children of the parties.

a. The parties will exercise parent time pursuant to U.C.A. §81-9-302, with the exception that Jayson will have three day weekends (Friday, Saturday, and Sunday overnights) as set forth below.

b. Father may specify one weekday for parent-time. If no day is specified, weekday parent-time shall be on Wednesday from 5:30 p.m. until 8:30 pm. Once the election of the weekday is made, it may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule. At the election of Jayson, midweek parent-time may commence (i) from the time the child's school is regularly dismissed and ending at 8:30 pm; or (ii) if school is not in session, and Jayson is available to be with the child, at approximately 8 a.m. and ending at 8:30 pm, accommodating the custodial parent's work schedule.

c. Beginning on the first weekend after the entry of the decree, Jayson shall be entitled to alternating weekends beginning on the first weekend after the entry of the decree from 6 p.m. on Friday until Monday when delivering the child to school, or until 8 a.m. if there is no school on Monday. At the election of Jayson, weekend parent-time may commence (i) from the time the child's school is regularly dismissed on Friday; or (ii) if school is not in session, and the parent is available to be with the child, at approximately 8 a.m. on Friday, accommodating the custodial parent's work schedule.

d. Holidays. The parents will follow U.C.A. §81-9-303 for the holiday schedule with Mariah being designated as the custodial parent for purposes of following the holiday schedule only.

a. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

b. If there is more than one child and the child'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 child may remain together for the holiday period beginning the first evening that all child's schools are dismissed for the holiday and ending the evening before any child returns to school.

c. Order of Precedence:

i. Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time;

ii. the holiday schedule for Mother's Day or Father's Day;

iii. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;

iv. the holiday schedule for any holiday that is not Mother's Day, Father's Day, or the child's birthday;

v. extended parent-time; and

vi. the schedule for weekday or weekend parent-time.

d. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.

U.C.A. §81-9-303		
Holiday and Time	Years Jayson is granted holiday	Years Mariah is granted holiday
Martin Luther King Jr. Holiday (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: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or	Odd years	Even years

(b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.		
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: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	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: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	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: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd 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.	Mother	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.	Father	Father
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
Labor 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: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Fall Break 1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	Even	Odd

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.	years	years
Thanksgiving 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: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even years	Odd years
Winter Break (First half) (1) Holiday begins at: (a) 6 p.m.; 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
Winter Break (Second half) (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	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.	Odd years	Even years

8. Extended Parent Time. For extended summer parent-time with the children and at the election of Jayson, he is entitled up to four weeks of parent-time with the child, which may be consecutive, when school is not in session for summer break. For the four weeks of extended parent-time for Jayson; two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and two weeks, which may be consecutive, may be interrupted by Mariah for a weekday visit on the same day on which Jayson is granted weekday day parent-time.

9. Notification of extended parent time Each parent shall provide notification to the other parent of the parent's plan for the exercise of extended parent-time for summer break.

In odd-numbered years the noncustodial parent shall provide notice to the custodial parent by May 1 and the custodial parent shall provide notice to the noncustodial parent by May 15th; In even-numbered years, the custodial parent shall provide notice to the noncustodial parent by May 1st, and the noncustodial parent shall provide notice to the custodial parent by May 15th. If a parent fails to provide a notification within the time periods described herein, the complying parent may determine the schedule for summer break for the noncomplying party. If both parents fail to provide notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for the other parent.

10. Parenting Plan. The parties shall abide by the following parenting plan, which shall be made a binding order of the Court:

a. The parents may alter their parent-time schedule as they agree, and such changes are preferable to seeking judicial resolution of issues. In developing and coordinating schedules, the parents shall be guided by the objectives of allowing each parent to develop and maintain a meaningful relationship with the children, providing the children with a safe and stable environment, accommodating the children's school and other schedules, and cooperating to accommodate the parents' employment schedules. Special consideration shall be given by each parent to make the children available to attend special 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 regular parent-time schedule. Notwithstanding the foregoing, neither party may schedule activities during the other parent's parent-time absent a written agreement.

b. The parents shall equally share the burden of transportation for parent-time. The parent who is starting his/her parent-time with the children shall provide the

transportation unless otherwise mutually agreed upon by the parents in advance in writing, presumably through text message. Each parent shall have the children ready to be picked up on time at the appointed hour.

c. The parents shall minimize disruption of the children's attendance at school and other activities, the children's daily routines, and the children's associations with friends. Regular school hours shall not be interrupted for parent-time, unless the parents agree otherwise.

d. Each parent shall promote a healthy and positive relationship between the children and the other parent. The parents shall minimize the children's exposure to parental conflict. Child exchange times shall be without tension or contention for the children's benefit. The parents shall be courteous and respectful when exchanging the children and shall defer discussing any disputes until a time and place outside of the children's presence.

e. For emergency purposes, whenever the children travel overnight with either parent, all of the following will be provided to the other parent: (a) an itinerary of travel dates; (b) destinations; (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 child's location.

f. Each parent shall permit and encourage, during reasonable hours, reasonable, uncensored, and unmonitored communication between the other parent and the children.

g. The parents shall be permanently restrained from making any derogatory remarks about the other parent to, or in the hearing of, the children. The parents shall

also affirmatively restrain all third parties from making derogatory remarks regarding the other parent to, or in the hearing of, the children.

h. The parents shall be calm, civil, and polite in all of their communications with one another, and shall avoid profanity, rudeness, raising their voice, and name-calling. The parents' communications shall focus on the children, and avoid personal attacks or dredging up the past. The parents shall communicate with one another openly, honestly, and cooperatively to advance and promote the best interests of the children.

i. The parents shall be enjoined from directly or indirectly using the children as a means of communicating with each other or otherwise placing the children in the middle of any disputes between the parents.

j. The parents shall be enjoined from discussing this divorce matter, or other adult issues, with the child or in the children's presence. Because the children may have access to social media, each parent also shall not publish online negative comments about the other parent.

k. Neither parent shall question the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money. Each parent will be supportive and respectful of the other parent in the presence of the minor children.

l. Each parent shall have free and open access to all information regarding the child, including medical records, school records, ecclesiastical records, dental records, information relating to the children's extracurricular activities, etc. This means, among other things, that both parents shall be fully entitled to contact the children's schools, doctors, therapists, daycare providers, church leaders, etc. to obtain information about the children. Each

parent shall execute any releases necessary to allow the other parent access to such records relating to their minor children.

m. Each parent shall be listed as the children's parent and emergency contact person on all school records, registration forms, medical records, and any other document with legal importance or other significance.

n. Each parent shall provide the other with his/her current address, telephone number, and email address, and also shall notify the other parent of any changes thereto within 24 hours.

o. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent, and shall provide the other parent with the name, current address, and telephone number of all surrogate care providers.

p. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, community, extracurricular, and church functions in which the children are participating or being honored, and the other parent shall be entitled to attend and participate fully.

q. Each parent shall be entitled to make decisions regarding the day-to-day care and control of the children while that parent is exercising parent-time. If an emergency arises, the parent exercising parent-time shall have the authority to make emergency decisions affecting the health or safety of the children. That said, the parent exercising parent-time during an emergency shall use his/her best efforts to inform the other parent of the emergency and to advise and consult with the other parent regarding emergency medical treatment of the children.

r. The parents shall advise and consult with one another in good faith regarding the children's emotional and physical health and wellbeing, and all non-emergency

medical, dental, and psychological treatment for the children, including the selection of professionals, treatments, and procedures. The parents shall advise and consult with one another in good faith regarding the children's on all other major decisions for the children, such as education, religion, and disciplinary issues. Both parties shall use their good faith best efforts to reach shared decisions for their children. If they reach an impasse, they shall mediate the issue with an agreed-upon neutral professional mediator and equally share the mediator's fees. Any agreements reached at mediation shall be reduced to writing, and a copy given to each parent. If a parent abuses or frustrates this dispute resolution process without good cause, the Court shall award reasonable attorney fees, costs, and other financial sanctions to the other parent.

s. Educational Plan. In accordance with U.C.A. 81-9-203(11), the parents both have authority to make educational decisions for the child. Mariah shall be designated as the residential parent for purposes of identifying the appropriate school for where the child will attend school. The child will attend school where they currently attend (and all feeder schools from the school where they currently attend) unless the parties mutually agree otherwise. The parties will consult together and strive to reach joint educational decisions. If the parties cannot agree after attempting mediation (or another stipulated ADR process) then Mariah shall have tie-breaking decision-making authority regarding educational decisions. However, Jayson may file a motion asking the Court to review that decision and the Court shall have final decision-making authority

t. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available during their custodial time, for a time frame of at least 3 (three) hours, and the other parent is personally available and willing to provide the care and the transportation.

- u. The parties will maintain safe and appropriate sleeping and living accommodations for the child.
- v. Neither party will have the child present with persons with whom they are romantically involved unless it is a committed relationship.
- w. Neither party shall consume alcohol in excess, nor use illegal or illicit drugs, nor use prescription medication in a manner not prescribed, immediately prior to nor during the time that party exercises his or her parent-time. "Immediately prior to" means at a time that would cause alcohol in excess, illegal or illicit drugs or prescription medication in a manner not prescribed, to remain in that party's system when that party begins his/her parent-time.
- x. Both parties shall submit to alcohol and/or drug testing upon reasonable request by the other party, and must inform the testing agency that the test is court-ordered and observed. A urinalysis test must be completed within 48 hours; hair tests within five days. If a hair test is requested, the party must not cut, bleach, or alter their hair beforehand. If the test is "positive" or "dirty", the party submitting the test will be responsible to reimburse the requesting party for the test within 30 days. The results of the drug test are to be provided to the court and opposing counsel.
- y. The parties shall support each child's voluntary participation in religious ordinances, ceremonies, and activities consistent with the child's wishes, age, maturity, and best interests. Neither party shall unreasonably interfere with or discourage such participation. In the event of a dispute, the parties shall first participate in mediation before seeking court intervention.
- z. Relocation. The relocating parent shall provide 60 days advance

written notice if he or she intends to relocate 150 miles or more from the residence of the other parent. The parties will attempt to agree on a parenting time arrangement in the best interest of the child. The court shall, upon the motion of any party, schedule a hearing to review the notice of relocation and parent time schedule and make appropriate orders regarding the parent time and costs for parent-time transportation. All of the provisions of U.C.A. §81-9-209 will also apply.

11. Resolution. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.

CHILD SUPPORT

13. Child Support. Mariah is employed at Maple Ridge Endodontist and has gross monthly income of \$3,120. Jayson is employed at Top Tier Solar Solutions, and his monthly income will be imputed at \$10,000. Father's child support obligation is \$1,734 per month. The child support obligation of Father is effective July 1, 2026 via automatic transfer.

a. Reduction When Child Becomes 18. In accordance with U.C.A. §81-6-213, when a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States or is emancipated, the base child support award is automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheet, unless otherwise provided in the child support order.

b. Mother is entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to §81-6-202.

c. Reduction for Extended Visitation. In accordance with statute, the base child support award will be reduced by 50% for each child for time periods during which the child is with the non-custodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days of extended visitation; or 25% for each child for time periods during which the child is with the non-custodial parent by order of the court or by written agreement of the parties for of at least 12 of any 30 consecutive days of extended parent time. Normal parent time and holiday visits to the custodial parent will not be considered extended parent time.

CHILD CARE AND EXTRACURRICULAR ACTIVITIES

14. Child Care Expenses. If family members provide the child care, there will be no charge for daycare to the other party. If family members are not providing the child care, the parents will adopt U.C.A. §81-6-209 as follows:

a. Each parent will equally share the reasonable work-related child care expenses for the minor children.

b. If an actual expense for child care is incurred, a parent will begin paying their share within thirty (30) days of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

c. A parent who incurs child care expense will provide written verification of the cost and identity of a child care provider to the other parent upon initial

engagement of a provider and thereafter on the request of the other parent. Parents will pay their share of the child care within 30 days of receipt of verification that expenses were incurred.

d. The parent will notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to notify the other parent within said 30 days.

16. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense and the other party cannot be required to have the children participate in the activity during the other party's parent time.

INSURANCE

17. Medical/Dental Expenses. The court orders that insurance for the medical expenses of the minor children be provided by a parent.

a. Each parent will share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child will 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. A parent may deduct the other parent's health insurance premium share from the child support obligation if they are the child support obligor and are paying the health insurance premiums as indicated herein.

b. 2Each parent will share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. 3The parent ordered to maintain insurance will provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent will notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

d. 4The parent who incurs medical and dental expenses will provide written verification of the cost and payment of medical and dental 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 medical and dental expenses for the minor children as indicated.

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

f. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan

of Petitioner will be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Respondent will be secondary coverage for the dependent children. If a parent remarries and his or her dependent children is 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 will be treated as if it is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent children.

g. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that a medical/dental or school expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce at or before the day on which the service provider first renders medical/dental services or issues a bill for school fees.

TAXES/TAX CREDITS

18. Child Tax Credit. The parents shall equally divide the child tax credits for the parties' minor children as follows:

a. When there are three minor children who qualify as tax credits for tax purposes, each party will claim one minor child and the parties will alternate the child tax credit for the youngest child with Jayson entitled to claim the tax credit for odd numbered tax years and Mariah entitled to claim the child as a child tax credit for even numbered tax years.

b. When there are two minor children who qualify as tax credits, each party will claim one minor child.

c. When there is one minor child who qualifies as a tax credit, the parties will alternate the child tax credit for the youngest child with Jayson entitled to claim the tax

credit for odd numbered tax years and Mariah entitled to claim the child as a child tax credit for even numbered tax years.

d. Jayson's right to claim the children will only be given to him if he is current in his child support obligations by December 31st for the year that he is claiming the children as dependents for tax purposes.

19. Tax Returns. Mariah and Jayson will file a joint return for their 2025 Federal and State income taxes. Any income tax refund received or tax liability incurred will be equally shared between them.

ALIMONY

20. Alimony. Mariah is awarded alimony in the sum of \$766 per month from Jayson, commencing on July 1, 2026, and continuing for half the length of the marriage, or until the occurrence of any of the following events: the death of either party, Mariah's remarriage, or Mariah's cohabitation with another person, whichever occurs first. Said support shall be payable in two equal installments, with one-half due on the 5th day of each month and the remaining one-half due on the 20th day of each month via automatic transfer.

JUNE SUPPORT

21. The parties acknowledge that Jayson has paid \$1,000 toward his June 2026 family support obligation. Jayson shall pay an additional \$1,500 on or before June 30, 2026, for a total June 2026 family support payment of \$2,500. Thereafter, child support and alimony shall be paid separately and in the amounts set forth above.

PROPERTY

22. Personal Property. During the course of the marriage relationship, the parties have acquired certain personal property. The parties are each awarded the personal property *that*

is in his or her respective possession on the date of the Stipulation, or except where further specified as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Kia Telluride	Mariah
Tesla	Jayson
Property in storage unit in Dallas, TX	½ each

a. Mariah will refinance the Kia Telluride into her name only within 90 days of the date of the Decree of Divorce.

b. The parties will work together to move the personal property in the storage unit in Dallas, TX back to Utah within 90 days of the date of the Decree of Divorce. They will equally divide the cost of moving. The parties will equitably divide the personal property in a manner agreeable to both parties. If they cannot agree, they will attend mediation with each party paying one-half the cost.

c. Both parties will cooperate with each other in distributing the personal property.

25. Bank/Financial Accounts. Each party is awarded his or her own separate bank accounts. The parties shall cooperate to sign any necessary documents to transfer accounts to the individuals awarded the account above (if applicable), by no later than 10 days from the signing of the Stipulation.

26. Real Property. The parties acquired no real property during the course of this marriage, nor do they presently own an interest in real property.

DEBTS

27. Debts. Mariah and Jayson acquired debts during the marriage. As part of the global financial and alimony settlement, each will pay his or her own separate debts. There are no joint debts.

FINANCIAL ACCOUNTS

28. Retirement. Neither party has any retirement type accounts through his or her place of employment or otherwise.

MUTUAL RESTRAINT

29. Father and Mother are restrained from speaking derogatorily about the other parent or speaking to the child about the issues in this case, or from attempting to influence a child's preference regarding custody or parent time which would tend to diminish the love and affection of the child for the other parent. Father and Mother are mutually restrained from harassing, annoying, or otherwise bothering the other party. Father and Mother are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph, and will have the affirmative duty to use his or her best efforts to prevent third parties from such violation, or will remove the child from such circumstances.

30. Both parties are restrained from making visitation arrangements through the children or from using a minor child as a messenger.

31. Neither party is allowed to use the other's likeness, picture, name, identification, or credit for personal gain, such as obtaining credit, opening accounts, or acquiring services in order to prevent one party from exploiting the other's identity or financial standing post-divorce. The parties are restrained from making public comments, sharing posts, or posting photos about each other or the divorce proceedings on social media platforms such as

Facebook, Instagram, Snapchat, etc. in order to protect the privacy of both parties and avoid any public airing of grievances or details about divorce.

32. All contact and communication between the parties shall be via email or text, except for medical emergencies; which may be and shall be communicated via telephone immediately.

33. Both parties are restrained from coming to the home, work place, or places where the other party is known to be present without the other party's express permission. Prearranged parent-time exchanges shall be an express exception to this restraint.

MISCELLANEOUS PROVISIONS

34. Attorney's Fees and Costs. Each of the parties shall assume and pay their own attorney fees and costs.

35. Former Name. The Wife shall be restored to her former name of Mariah Thompson. The Court shall enter an Order of Name Change, if necessary.

36. Each of the parties hereto has contributed to the drafting of the Stipulation, and no provision will be construed against any party as being the draftsman thereof. The Stipulation will therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted. The Parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

37. The parties understand that their attorneys do not offer legal advice as to the tax implications herein and are aware that they have the right to seek advice from a tax expert as to the specific tax consequences to them prior to signing the Stipulation.

38. Both parties will sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

39. Resolution. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.

40. Arrearages. This order resolves all claims either party has against the other including but not limited to past alimony, child support, out-of-pocket medical expenses, out-of-pocket medical premiums, reimbursement for travel expenses and any other financial claims through the date of the signing of the Stipulation.

41. Full Disclosure. Each party has provided a complete, accurate, and current disclosure of all income, assets, and liabilities. This means that both individuals have fully disclosed all their financial matters, ensuring transparency in the division of assets and responsibilities.

a. Consequences of Non-Disclosure: Any deliberate failure to disclose financial information fully could be considered perjury, a criminal offense. This highlights the seriousness of honest and complete disclosure during divorce proceedings.

b. Scope of Property: The property referred to in this order includes all property to which either party has any legal or equitable interest, whether owned individually or jointly with the other party. This ensures that all assets, regardless of ownership type (joint or separate), are accounted for in the division.

c. In short, this provision seeks to ensure transparency, full financial disclosure, and accountability from both parties in the divorce process. It also establishes that any deliberate concealment or misrepresentation could have legal repercussions.

42. The above-referenced court has jurisdiction to make a final determination in this action. The court has authority to enter final documents and a Decree based on the Stipulation of the parties.

43. The Stipulation of the parties becomes effective when signed by all parties.

Order is signed when electronically stamped by the Court on the first page

APPROVED AS TO FORM:

With the permission of:

BRANDON C. BOWEN
Attorney for Respondent

NOTICE TO RESPONDENT'S ATTORNEY

TO: BRANDON C. BOWEN

PLEASE TAKE NOTICE that the undersigned, attorney for Petitioner, will submit the above and foregoing Decree of Divorce to the Fourth District Court for signature, upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Rule 58A(c)(4).

Dated July 2, 2026.

/s/ Ben Brown
BEN BROWN
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I am a member of and/or employed by the law firm of Moody Brown Law, 2525 North Canyon Rd., Provo, Utah 84604, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing Decree of Divorce was served upon the following on July 2, 2026:

Brandon C. Bowen
Attorney for Respondent
e-filer

☐ e-Filing (UCJA Rule 4-503)
☐ U.S. Regular Mail
☐ Facsimile Transmission
☒ E-Mail

/s/ JM
