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*Attorney – Mediator
Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

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

In the Matter of the Marriage of

SCOTT DANIEL PUA ALI'I CARTER,
Petitioner,

and

BRITTNEY MONIQUE CARTER,
Respondent.

This is a private document – Tier 4

DECREE OF DIVORCE

Case No: 264401964
Judge: Rogert W. Griffin

The parties, Scott Daniel Pua Ali'i Carter ("Pua") and Brittney Monique Carter ("Brittney") entered into a stipulation which was filed with the Court. The Court, having received, reviewed, and accepted the parties' Stipulation, having reviewed the files herein and being otherwise duly advised and for good cause, having previously signed and entered its *Findings of Fact and Conclusions of Law*, it is now:

ORDERED, ADJUDGED, AND DECREED

1. The parties' marital relationship is hereby dissolved, absolute and final by the entry of this *Decree*.
2. Pua and Brittney 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.
3. Pua and Brittney were married on December 19, 2013, in Salt Lake City, Utah and are presently married.
4. During the course of the marriage, the parties experienced irreconcilable differences that prevented the parties from pursuing a viable marriage relationship.
5. The parties should be awarded a *Decree of Divorce* based upon irreconcilable differences, consistent with the terms and provisions contained herein.

JURISDICTION OVER MINOR CHILDREN

6. The parties have three minor children born of the marriage, to wit: KSPAC (dob May 23, 2016), GSKNC (dob April 4, 2018) and AAKC (dob September 18, 2022). No other children are expected.
7. The State of Utah has jurisdiction over the custody, visitation, and child support issues in this action, for the following reasons:
 - a. Utah is the home state of the minor children. The minor children have resided in Utah County, State of Utah for more than six (6) months prior to the filing of this action.
 - b. Neither party has information of any custody or parentage proceeding concerning the minor children in any other district court or juvenile court in this State or any other state.

c. There are no pending criminal, delinquency, or other protective order cases in any court in this State or any other state or country in which a party or any of the parties' children are involved.

CHILD CUSTODY & PARENT-TIME

8. The parties have shared in the custodial duties and responsibilities associated with the minor children. The parties should be awarded joint legal and physical custody of the minor children.

9. Parent-time as the parties may agree. The parties shall take into consideration the wishes and desires of the children. If no agreement can be reached, then parent time should be exercised under Utah Code §81-9-305 on an equal week-on/week-off basis as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Pua	Pua	Pua	Pua	Pua	Pua	Pua
Week 2	Brittney	Brittney	Brittney	Brittney	Brittney	Brittney	Brittney

10. Parent Time Exchanges. The parties stipulate and agree that parent time exchanges take place with drop-off and pick-up at school. The parent ending parent time shall drop the children off at school and the parent beginning parent time shall pick up the children after school. If there is no school, parent time exchanges shall take place at 10:00 a.m. with the receiving parent responsible for picking up the children to begin his/her parent time.

11. Summer-time: The parties stipulate to agree to exercise their extended summer parent time during their week-on/week-off parent time. In the event that either party intends to take the minor children on a vacation that extends beyond their week-on parent time, the parties shall work together to attempt to work out a parent time schedule to allow the trip to take place.

12. The holidays shall be allocated as the parties agree. The priority of parent time, and in accordance with state statute, holiday's trump parent time. The holiday parent time shall be as follows:

Holiday	Even Years	Odd Years
Spring Break (first 3 days Monday-Thursday morning at 10:00 a.m.)	Brittney	Pua
Fall Break (ending Monday morning with drop-off at school)	Brittney	Pua
4 th of July	Brittney	Pua
Christmas Day (with drop-off before bed to other parent)	Brittney	Pua
New Years Eve	Pua	Brittney
Spring Break (last 4 days Thursday-normal Monday school drop-off)	Pua	Brittney
July 24 th	Pua	Brittney
Halloween	Pua	Brittney
Thanksgiving	Pua	Brittney
Christmas Eve (drop-ff before bed to other parent)	Pua	Brittney
Child(ren)'s birthday (10:00 a.m. or after school until 9:00 p.m.)	Brittney	Pua

13. If either party relocates as defined by Utah Code Ann. §81-9-209, then the parties are subject to the notification requirements of that statute.

14. Having considered the best interests of the minor children, this custody and parent-time arrangement is in the best interests of the minor children.

PARENTING PLAN

15. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training should be mutually agreed to by both parties. Both parents shall communicate with each other and discuss the well-being of the minor children in regard to all major decision(s) that need to be made on behalf of the minor children. In the event the parties do not mutually agree as to legal decisions regarding the minor children as to medical, educational, and/or religious decisions, the parties shall seek the advice and/or recommendation(s) from an expert in his/her specialty and/or his/her expert opinion. If after seeking the advice/opinion from an expert/specialist the parties cannot reach a stipulated decision as to major medical, educational and/or religious decisions, the parties shall return to mediation with each party paying one-half the cost of the mediation fees, before seeking court intervention. Both parties should have the authority to make routine decisions regarding the children's day-to-day activities when the children are in her or his care. Either of the parties may seek emergency relief from the court in the future should an emergency arise, which would make formal negotiation not practical. In the event that either party moves more than 20 miles from their current residence, the parties shall return to mediation to discuss educational issues, and parent time issues.

16. The parties should be cordial and polite during parent-time exchanges.

17. The parties shall also prepare the children, both mentally and physically, for each parent-time exchange by having the children packed and ready to leave on time, and by encouraging the children to spend time with the other party.

- 18.** Both parents shall ensure that all school assignments, homework, reading, and/or any and all time-sensitive school assignments for the children are done and completed during their parent time.
- 19.** 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 parent-time schedule.
- 20.** Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.
- 21.** Both parents should immediately notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and the noncustodial parent should be entitled to attend and participate fully.
- 22.** Both parents should have access directly to all the children's school reports, church records, medical and dental records and should be notified immediately by the other parent in the event of a medical emergency. Both parties should include the other as the children's parent when enrolling the children in a service, activity, or completing forms relating to the above subject matter.
- 23.** Each parent should provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

24. Each parent should 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. Telephone contact should be at reasonable hours and for a reasonable duration. The minor children should be able to contact the parents at any time.

25. Emergency and sick care should be attended to by the parent who is exercising the parent time. The parent should notify the other parent within 30 minutes of scheduling so that each party may be able to attend the appointment if possible.

26. Both parties should be listed on school records. Both parties should be listed for any emails given by teachers or respective school administrators.

27. When the minor children travel out-of-state with either parent overnight, all of the following should be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination, including lodging plans; and
- c. Place(s) where the minor children or traveling parent can be reached; and the name and telephone number of an available third person who would be knowledgeable of the minor children's location.
- d. If either parent is traveling with the minor children inside the boundaries of the State of Utah, Brittney shall provide detailed location of travel itinerary to Vivian Green to allow Pua to know the whereabouts of in-state travel between Brittney and the minor children. Pua shall provide detailed information of intended in-state travel between Pua and the minor children to directly to Brittney.

28. The parties should not make disparaging remarks to one another or to their minor children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties should be mutually restrained from harassing or threatening the other party.
29. The people in the respective households and the parties should not use illegal drugs, alcohol in excess, or view sexually explicit material while they are exercising parent-time.
30. The parties will discuss all parenting concerns at any time needed and will not use a third-party and/or their children to deliver messages.

CHILD SUPPORT

31. Child support should be calculated according to Utah Code Ann. §81-6-101 *et seq.* Pua is on salary and makes \$150,000.00/year as his base pay. In addition, Pua is paid a quarterly bonus of \$21,250.00 which totals \$85,000.00/yr. making Pua's gross yearly salary of \$235,000.00 (\$19,583.33/mo.) Brittney began working on March 9, 2026 (see attached employment contract), and has gross monthly income of \$4,897.00/mo. (contract of \$58,760.00/yr.) Based upon a joint custody worksheet, Pua shall pay Brittney monthly child support in the amount of \$1,139.00/mo.

- a. Child support shall commence August 1, 2026 and shall be paid on or before the 10th of the month in which child support is owed.
- b. Child support should continue until the minor child reaches eighteen (18) years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated.

c. Absent a material and substantial change in circumstances, child support will be recalculated pursuant to the same custody worksheets used herein.

HEALTH INSURANCE

32. Pua should maintain, or as applicable, continue to insure the minor children's health insurance and be fully responsible for the premium for said medical insurance for the minor children.

a. Pua and Brittney shall equally share all costs for all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent minor child and actually paid by the parents.

HEAD-OF-HOUSEHOLD/CHILD TAX CREDIT

33. Unless mutually agreed-upon otherwise, the parties stipulate and agree to utilize the services of Bartholomew CPA Accounting in Spanish Fork, Utah, to assist both parties in filing of their yearly income taxes to allow both parties to maximize their benefit(s). In the event that either party's circumstances change, which makes it impossible to continue to utilize the same CPA in preparing and filing of yearly income tax returns, the parties shall return to mediation to mediate child tax credit and head-of-household filings.

34. Each party should 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 parties should pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs should 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 should 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 children's extra-curricular activity without receiving prior consent from the other parent should be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity should not infringe on the other parent's parent-time and the enrolling parent should pay the full cost.

35. Each party should be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, etc.). The parties should pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense should submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and should be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

PERSONAL PROPERTY

36. During the course of the marriage relationship, the parties have acquired certain items of personal property. The parties shall equitably divide all personal property. In the event the parties cannot agree to the distribution of personal property, all personal property in dispute shall be mediated. Neither party shall remove any personal property without consent of the other party.

37. A party that is awarded an item of personal property is awarded the same free and clear of any right or claim to that item of personal property from the other party.

VEHICLES

38. The parties have the following vehicles which will be awarded as follows:

- a. Pua will be awarded, free and clear of any claim or right of Brittney the 2023 Tesla Model Y.
- b. Brittney will be awarded, free and clear of any claim or right of Pua, the 2021 Toyota Highlander. Brittney shall refinance the vehicle loan into her name only within 120 days of today's date.

REAL PROPERTY

39. During the course of the marriage, parties acquired real property including but not limited to a marital home located at 1238 South 3750 East, Spanish Fork, UT 84660.
40. Pua should be awarded the marital home and all the equity therein. Commencing immediately, Pua shall be responsible for the monthly mortgage payments, HELOC, HOA fees, utilities, taxes, insurance and all upkeep associated with said property.
41. The parties should sign any quit claim or warranty deeds or any other documents necessary to transfer title or ownership of the property in an expeditious manner.
42. Both parties should be restrained from entering the other parties' residence without written consent of the other party.

BANK, INVESTMENT, AND RETIREMENT ACCOUNTS

43. The parties have acquired certain financial accounts during the course of the parties' marriage.

44. These accounts should be divided as follows:

<u>Account/Asset</u>	<u>Awarded to</u>
Wells Fargo joint financial account	Pua
All bank accounts in Pua's	Pua

name.	
All bank accounts in Brittney's name.	Brittney
401(k) in the name of Brittney	Brittney
401(k) in the name of Pua	Pua; Pua shall pay Brittney \$200.00 every three months through August 2032 (6 years) for a total of \$4,800.00.

45. A party not awarded an asset (or account) waives any claim or right as to that asset (or account) and the party awarded the asset (or account) is awarded that asset free and clear of any claim or right as to that asset. If the account or asset is jointly titled or such that both parties are on said account or asset, then the party not awarded that asset or account will not use that account or asset and will cooperate to immediately remove their name and access from the account and/or asset.

DEBTS AND OBLIGATIONS

46. The parties have accumulated certain debts and liabilities during the course of their marriage. These debts and obligations will be divided as follows:

<u>Debt/Liability</u>	<u>Responsibility of</u>
All debts in Pua's name.	Pua
All debts in Brittney's name.	Brittney

Family loan owed to Douglas Green with a balance due and owing of \$6,100.00	Each party shall be responsible for ½ the remaining debt and each pay \$3,050.00
Secured debt associated with any asset, such as a vehicle or real property.	Responsibility of party awarded the underlying asset.

47. Unless otherwise contemplated herein, each party is obligated to assume any and all obligations and debts incurred in their own names. The parties are aware of no joint debts not otherwise addressed herein, and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

48. Each party is responsible to pay all expenses associated with the property awarded to them as detailed herein. If there are any debts or obligations associated with any awards, the party awarded the asset must assume all liability and financial responsibility associated therewith.

49. The above division for debts and liabilities is taken into consideration with the property and global settlement contained herein; these are material terms.

ALIMONY

50. Brittney has a need for support, and Pua has the ability to provide support, and the factors enumerated in Utah Code §81-4-501, *et seq* otherwise support an award of alimony. For this purpose, Pua will pay Brittney \$1,861.00/mo.

- a. Alimony payments shall commence August 2026 and shall be paid on or before the 10th of the month in which alimony is due and owing.
- b. Alimony shall be paid for a period of six (6) years (through August 2032).
- c. Alimony shall terminate upon the cohabitation and/or marriage of Brittney or upon the death of either party.

PROPERTY SETTLEMENT

51. The parties stipulate and agree that Pua shall pay Brittney a lump sum payment in the amount of \$30,000.00 which represents her agreed-upon equity in the marital home and distribution of marital debt to be paid in full on or before August 25, 2026.

RESTRAINING ORDERS

- 52. Both parties should be restrained from threatening, harassing, bothering, or harming the other party at their respective homes or future place of employment.
- 53. Each party should be restrained from obtaining any new debt or credit in the name of the other party and from incurring any new debt on any joint account.
- 54. Both parties should be restrained from using the other parties' likeness or image on social media, online or take out credit in the other parties' name.
- 55. The parties are restrained from dissipating, transferring or in any way disposing of marital assets or accounts in contravention of this agreement.
- 56. Neither party shall enter the residence and/or work location of the other party unless they are invited to do so by the parties and not by the child.

GENERAL MEDIATION CLAUSE

- 57. Excepting immediate and irreparable harm, no dispute arising from or related to the

Decree of Divorce should be presented to the Court without a good faith attempt by both parties to resolve the issue through mediation or another mutually agreeable method of dispute resolution. An emergency issue involving the minor child is not subject to this provision, with the parties able to proceed as contemplated elsewhere herein.

FULL DISCLOSURE

58. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. If further assets are later discovered by either party that existed prior to today's date, shall be forfeited by the non-disclosing party. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

MISCELLANEOUS

59. Brittney should be restored to her maiden name of Green if she so desires.

******Court Signature Will Appear at Top of First Page******

APPROVED AS TO FORM:

/s/ Scott Daniel Pua Ali'I Carter 7-25-26
_____ Dated: _____.
SCOTT DANIEL PUA ALI'I CARTER
Petitioner

APPROVED AS TO FORM:

/s/ Brittney Monique Carter 7-25-26
_____ Dated: _____.
BRITTNEY MONIQUE CARTER
Respondent