



THEODORE G. DAVIS (17973)
DAVIS LAW OFFICES
21 East 300 North
Spanish Fork, Utah 84660
Telephone: (801) 798-3000
Facsimile: (801) 794-2275
E-mail: theo@davislawutah.com
Attorneys for Sierra Montoya

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

<i>In the matter of the marriage of:</i> SIERRA MONTOYA and NICKOLAUS HODGEN	DECREE OF DIVORCE Case No. 264400480 Judge Rodger W Griffin Commissioner Marian Ito
---	---

The above-entitled matter has been presented to the Court. Sierra Montoya is represented by Theodore G. Davis of the law firm of Davis Law Office. Nickolaus Hodgen is represented by Orion Foxx of Eric M. Swinyard and Associates. Based upon the Stipulation and the Findings of Fact and Conclusions of Law, the Court therefore enters this Decree of Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- Residency.** Petitioner and Respondent are both bona fide residents of Utah County, State of Utah, and have been for more than three months immediately prior to the filing of this action.
- Marriage Information.** Petitioner and Respondent were married on March 3, 2023, in Mapleton, Utah County, State of Utah and are presently married. They separated on or about

January 24, 2026.

3. **Grounds.** The parties have experienced irreconcilable differences in their marriage and there is no chance of reconciliation. The parties request that this Court order that the marriage be dissolved.

4. **Child.** The parties have one (1) minor child born or adopted of this marriage, to wit: R.J.M., born in January of 2020.

5. Pursuant to Utah Rule of Civil Procedure 100(a), the parties stipulate that there are no proceedings involving custody, criminal, protective orders, or delinquency involving the above-named minor child in juvenile court or any other venue.

6. **Jurisdiction.** Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §81-6 *et seq.* (1953 as amended), in that Utah is the home state of the minor child at the time of commencement of this proceeding.

7. **Legal Custody.** Each of the parties being fit and proper persons, the parties shall have joint legal custody of the minor child.

a. The parties shall discuss all major decisions concerning the child including his health, education, and general welfare, daycare, medical and dental treatment, and therapy.

b. To accomplish this, the parties shall use the following decision-making procedure: (1) Identify the issue; (2) Discuss possible solutions; (3) Consult with any applicable and available experts; and (4) Choose the most sensible solution that considers the needs and interests of everyone involved.

c. If the parties reach an impasse following this process, Mother shall have provisional final

decision-making authority. Mother shall communicate her decision to Father in writing, and Father shall have fourteen (14) days from his receipt of the decision to file an appropriate pleading to challenge the decision. The decision shall be stayed until this fourteen (14) day waiting period has passed. If Father files such a pleading, the decision shall be stayed pending the court's determination.

d. While the parties await the court's determination, they may attend mediation in an attempt to resolve the issue.

8. Physical Custody and Parent Time. The parties are awarded joint physical custody of the minor child, with parent time being as the parties may agree. If the parties cannot agree, Father shall have parent time pursuant to Utah Code Ann. §81-9-303, as modified herein:

a. Father shall have the minor child on alternating weekends, from Friday at the end of school (if the child is in school), or at then end of Father's work day, or as early as 8:00 a.m. if school is not in session and Father is available to provide personal care, until Monday morning at the beginning of school, or 8:00 a.m. if school is not in session.

b. Father shall also have the child for a mid-week overnight visit on Thursdays, from 5:30 p.m., or after school, or as early as 8:00 a.m. if school is not in session and Father is available to provide personal care for the child, until Friday school drop off or 8:00 a.m. if school is not in session.

9. Transportation. Exchanges shall be as the parties agree. If the parties cannot agree, the following shall apply:

a. The receiving parent shall pick up the minor child for all visits.

b. School-to-school exchanges shall be utilized when appropriate.

c. When school to school exchanges are not utilized, exchanges shall be curbside at the residence of the parent ending their parent time.

d. The parties shall be civil and respectful during all exchanges. Neither party shall discuss parenting issues during exchanges.

e. A responsible adult third party known to the child and both parties may be utilized for exchanges. Any such third party shall be subject to the same civility obligations as the parties.

10. Holiday Parent Time. Holiday parent time shall be as the parties agree. If the parties cannot agree, holiday parent time shall be based upon Utah Code Ann. §81-9-303, as set forth herein:

a. The parties have chosen to remove Juneteenth, Columbus Day, and Veterans' Day from the schedule of alternated holidays.

b. Holiday parent time shall take precedence over regular parent time, and both parties shall be restrained from interrupting the other's holiday parent time.

c. 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.

d. 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:

- i. the holiday schedule for Mother's Day or Father's Day;
- ii. 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;
- iii. the holiday schedule for any holiday that is not Mother's Day, Father's Day, or the child's

birthday;

iv. extended parent-time; and

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

e. Unless the parties agree otherwise, holiday parent time shall be according to the following schedule:

HOLIDAY	HOLIDAY TIME PERIOD	Years Father is Granted Holiday	Years Mother is Granted Holiday
Dr. Martin Luther King Jr. Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President's Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends upon delivering the child to school on the day following President's Day; or at 8 a.m. on the day following President's Day if there is no school.	Even years	Odd years
Spring Break	Holiday begins at 6 p.m. on the day that school dismisses for spring break. Holiday ends: upon delivering the child to school on the day following the end of spring break; or at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends: upon delivering the child to school on the day following Memorial Day; or at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years

Mother's Day	Holiday begins at 7:00 p.m. on the night before Mother's Day. Holiday ends on Mother's Day at 8:30 p.m.		All years
Father's Day	Holiday begins at 7:00 p.m. on the night before Father's Day. Holiday ends on Father's Day at 8:30 p.m.	All years	
Independence Day	Holiday begins on July 3rd at 6 p.m. Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	Holiday begins on July 23rd at 6 p.m. Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	Holiday begins Friday at: 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends: upon delivering the child to school on the day following Labor Day; or at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Fall Break	Holiday begins at 6 p.m. on the day school is dismissed for fall break. Holiday ends: upon delivering the child to school on the day following the end of fall break; or at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: at the time that school is dismissed; or at 4 p.m. if there is no school. Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	Holiday begins on Wednesday at: 6 p.m.; or the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. Holiday ends: upon delivering the child to school on the Monday following Thanksgiving; or at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even years	Odd years

Winter Break (First Half)	Holiday begins at: 6 p.m. on the day that school dismisses for winter break; or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	Holiday begins on December 27th at 7 p.m. 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	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Odd years	Even years

11. Summer Parent Time. Summer parent time shall be as the parties agree. If the parties cannot agree, summer parent time shall be as set forth herein:

a. Each parent shall be entitled to two (2) weeks of uninterrupted summer parent time with the minor child.

b. Each parent shall provide notice of their intended extended summer parent time. During even-numbered years, Father shall provide notice of his intended extended summer parent time by May 1 and Mother shall provide notice of her intended extended summer parent time by May 15. During odd-numbered years, Mother shall provide notice of her intended extended summer parent time by May 1 and Father shall provide notice of his intended extended summer parent time by May 15.

c. For summer 2026, Father shall provide notice of his intended extended summer parent time on or before June 4. Mother shall provide notice of her intended extended summer parent time on or before June 11.

d. If a parent fails to provide notice as set forth herein within the applicable time period, the noncomplying parent shall lose their priority and the complying parent may schedule their extended summer parent time.

e. All non-extended summer parent time shall be divided fifty-fifty (50/50) between the parents on a week on/week off basis. Exchanges shall take place Sundays at 7:00 p.m.

12. Virtual Parent Time. Each party may have reasonable, uncensored, and unmonitored phone contact with the child while they are with the other parent. The child may call either parent at any time. Both parties shall be supportive of virtual parent time with the other parent.

13. Right of First Refusal. Parental care is presumed to be better than surrogate care. Each party shall have first option to provide care for the minor children over any other third party (i.e., surrogate care) if the parent responsible for the minor children is not available during parent time for a period of four (4) hours or longer, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent time under the right of first refusal shall (a) provide all transportation to and from parent time and (b) provide direct parental care.

14. Relocation. Before either party relocates to a distance that would potentially impact the practicality of the joint physical custody and parent time set forth in the Stipulation, or otherwise invoke the factors in *Ross v. Ross*, the relocating party shall comply with the notice and other provisions of Utah Code Ann. §81-9-209.

15. Parenting Plan. The parties shall adopt the Advisory Guidelines pursuant to Utah Code Ann. §81-9-202 unless otherwise stated herein. In addition, the parties shall adopt the guidelines as follows:

- a.** Both parties shall have access to the child's school, church, and other records and shall include the other party as the parent on such records. The parties shall notify one another within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the child are participating or being honored, and both parties shall be entitled to attend and participate fully;
- b.** The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the child's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;
- c.** The parties shall notify the other parent of major injury or illness involving the child as soon as reasonably possible;
- d.** The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;
- e.** The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor child;
- f.** The parties shall notify the other parent of any change of address, email address, cell phone number, and telephone number within twenty-four (24) hours of the change;
- g.** The parent who has the child in his or her care may make minor day-to-day decisions regarding the child without having to consult with the other parent;

- h.** For emergency purposes, whenever the child travels with either parent overnight or longer, the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location;
- i.** Before leaving the United States with the child, the parent taking the minor child will give the other parent at least thirty (30) days' notice. The parties shall cooperate in obtaining a passport for the minor child and making that passport available to the traveling parent;
- j.** The parties shall work together in a reasonable manner to accommodate each other and to provide the child consistency and stability;
- k.** Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule;
- l.** The parties shall not put the child in the middle of adult conflict by refraining from discussing disagreements in front of the minor child;
- m.** The minor child shall not be used as a messenger between the parents;
- n.** The parties shall maintain safe and appropriate sleeping and living accommodations for the child. The child shall be bathed regularly and be clothed in reasonably clean clothing. The child shall always have his own bed;
- o.** The minor child shall never be left with surrogate caregivers who are adults or older

adolescents who are not related to them without providing information regarding the surrogate care giver to the other parent;

p. While the parties' child is a minor, neither party shall have any roommates without disclosing their identities to the other parent;

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

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

s. Communication between the parties shall solely be about the minor child.

Communication regarding the minor child shall be directly between the parents and shall not involve third parties;

t. Each party shall be responsible to maintain clothing and other items for the child to use when he is with that party. All clothing purchased by a party shall be returned to that party at the end of parent time;

u. The parties shall be restrained from consuming illegal drugs and from abusing prescription drugs, for 24 hours prior to their parent time and during their parent time. The parties shall be restrained from consuming alcohol to the point of intoxication during their parent time. The parties shall also keep the child away from third parties who are doing so; and

v. Both parents shall be provided access to any communication devices utilized by the child and any social media accounts used by the minor child.

16. Mutual Restraining Order. The parties stipulate and agree to the following mutual restraining order:

a. Both parties shall be restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, name calling, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preferences regarding custody or visitation.

b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes the child's best interest.

c. Both parties shall be restrained from discussing divorce issues in front of the child or allowing a third party to do so. The parties shall also be restrained from discussing the child's relationships with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child. Neither party shall request or encourage the child to hold back information from the other party which shall otherwise be divulged to the other party by the other parent.

d. Both parties shall be mutually restrained from harassing, threatening, stalking, digitally stalking, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

e. With the exception of child exchanges as set forth above, neither party shall go the residence or work place of the other party without written permission.

f. Both parties shall be mutually restrained from allowing third parties to do in front of the

child what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

g. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

h. Excepting parent time exchanges, the parties shall have an obligation to leave the area if they become within 100 feet of the other party.

17. Child Support. Child support shall be based on Utah Child Support Guidelines and the Child Support Worksheet attached hereto. For purposes of the Stipulation, the parties have established Father's monthly income as \$2,800 and Mother's monthly income as \$5,000. Father's monthly child support obligation is established at \$10 for one (1) minor child, based upon the joint custody calculator.

a. Child support shall be payable one-half on the 5th day of each month and one-half on the 20th day of each month unless the parties otherwise agree.

b. Child support shall continue until the child turns eighteen (18) or graduates from high school, whichever occurs later.

c. Payor's income may be subject to income withholding by the ORS in accordance with the Utah Code.

d. Child support payments shall begin June 1, 2026.

e. Both parties waive any claim they may have for past child support.

f. The parties agree that, at current incomes and parent time, the child support awarded is de minimis. They agree that no child support shall be due and owing under the current calculation.

18. School Fees and Extracurricular Expenses. School fees and extracurricular expenses shall be divided as follows:

- a.** The parties shall be equally responsible for the mandatory child's school fees, not including private school tuition.
- b.** The parties shall be equally responsible for any extracurricular activities that are agreed upon in writing by both parties. If the parties do not agree on an extracurricular activity, one party may enroll a minor child in such an activity but will do so at his or her sole expense. Neither party may obligate the child to an unapproved extracurricular activity which infringes on the parent time of the other parent.

19. Medical, Dental and Other Healthcare Expenses. In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor child shall be provided by both parties, if it's available at a reasonable cost.

a. If, at any time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Father shall be considered the secondary coverage for the child.

b. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child 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.

c. Each parent shall share equally all reasonable and necessary uninsured medical, dental,

orthodontia, eye care, counseling, prescriptions, deductibles, and copayments incurred for the dependent child and actually paid by the parents.

d. Each parent who has obtained insurance shall 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 shall 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.

e. Each parent who incurs medical and dental expenses shall 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 shall 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 child as indicated.

f. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full

that share of the medical and dental expenses required to be paid by the parent under the order.

20. Childcare Expenses. Pursuant to Utah Code Ann. §81-6-209, both parties shall share equally all reasonable work, career, or occupational training-related childcare expenses.

a. The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification. The party incurring and/or paying for childcare expenses shall notify the other party of any change of a childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

b. The party not directly paying for the childcare shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

c. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.

d. Where feasible, the parties shall cooperate to give each other the first right of refusal to provide childcare prior to employing paid childcare.

e. Childcare provided by family members shall be deemed to be free.

f. If paid work related childcare is necessary, reimbursement shall only be required for a

daycare provider who is properly licensed.

21. Tax Exemptions. Tax exemptions for the minor child shall be awarded as follows:

- a.** For tax year 2025, the parties filed joint tax returns and have previously divided the refund between themselves.
- b.** Starting with tax year 2026, Mother shall claim the child for even numbered tax years, and Father shall claim the child for odd numbered tax years.
- c.** If, on December 31 of any year, either party is behind on any child support payments ordered pursuant to the Stipulation, that party shall waive their right to claim any minor child for that year.
- d.** The parties shall follow all IRS guidelines as to filing status.

22. Real Property. During the course of the parties' relationship, the parties acquired certain real property. The parties' marital residence is located at 441 North Main Street, Springville, Utah (the "Home"). The Home is awarded to Father as his sole and separate property. Mother waives any claim she may have to the Home.

23. Alimony. Both parties being able to provide for their needs, neither party shall be awarded alimony now or in the future.

24. Vehicles. The parties' own certain vehicles, which shall be awarded as follows:

- a.** Father shall be awarded the 2016 Nissan Altima, the 1996 Ford F350, and the 1998 Suzuki RM350. Father shall be solely responsible for all payments, insurance, repairs, and upkeep of this vehicle.
- b.** Mother shall be awarded the 2015 Jeep Patriot. Mother shall be solely responsible for all payments, insurance, repairs, and upkeep of this vehicle.

c. Each party shall remove the other party from title and refinance the vehicles awarded to them no later than thirty (30) days from entry of the Decree.

d. If either party becomes fifteen (15) days late on a payment for which the other party is on the loan, that vehicle shall be immediately placed for sale and sold to satisfy the loan. The party awarded that vehicle shall be solely entitled to all sale proceeds and shall be solely obligated for any deficiency upon such sale. If a party chooses to sell a piece of property awarded to him/her, or when a party refinances, the other party shall fully cooperate in that process, including by signing all requisite documents.

e. Beginning June 1, 2026, each party shall maintain and pay for their own automobile insurance policy.

f. Each party shall indemnify and hold the other harmless from any vehicle(s) awarded to him/her.

25. **Personal Property.** During the course of the marriage relationship, the parties have acquired certain personal property. The personal property shall be divided as follows:

a. Mother shall be awarded the following items of personal property currently in the possession of Father:

- i. Mother's bike;
- ii. Mother's Cricut; and
- iii. One-half (1/2) of the minor child's baby things, including clothing, toys, and other infant and toddler items.

b. Except as otherwise set forth herein, each party shall be awarded all personal property currently in their possession.

26. **Debts.** During the marriage, Mother and Father acquired certain debts. In order to equitably resolve these issues, each party will assume, and hold the other harmless from liability on, the following debts:

- a. Each party shall be responsible for any debts in his/her own name.
- b. Any joint debts later discovered and not addressed herein shall be the responsibility of the party who incurred the debt.
- c. Each party shall hold the other harmless on debts in that parties' name, whether listed in the stipulation or not.

27. **Financial Accounts.** During the course of the marriage the parties acquired certain bank checking and savings accounts. Those accounts shall be divided as follows:

- a. Each party shall be awarded any accounts in their own name.
- b. Any other joint accounts shall be equally divided and closed.

28. **Retirement.** During the marriage, the parties accumulated certain retirement accounts, which shall be divided as follows:

- a. Mother shall be awarded any retirement accounts in her name.
- b. Father shall be awarded any retirement accounts in his name.

29. **Dispute Resolution.** If a dispute arises between the parties, they shall return to mediation prior to filing an action in court. Enforcement actions may be filed directly with the court without mediation.

30. **Cooperation.** Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, to

divide automobile insurance policies, and to cooperate in every other way necessary or proper to ensure that the Decree of Divorce is fully satisfied.

31. Attorney Fees. Both parties shall pay their own attorney's fees and costs incurred in this matter.

32. Waiver of Hearing and Mediator. The parties do not desire to have a hearing or to have the court decide these issues and they waive such rights. The parties understand that the Mediator is not giving legal advice to either party but is a neutral facilitator only. The parties have not relied on the representations of the Mediator in any way in the determination of the acceptability of this agreement. The parties have the right to advice of legal counsel of his or her own choice before signing this agreement and have received such advice or hereby waive that right.

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

34. Miscellaneous Provisions. The Stipulation of the parties is effective on the date signed by all parties. This agreement resolves all issues pertaining to the parties. Both parties acknowledge the jurisdiction of this court and consent thereto. The parties agree that a final order shall issue from the court with these same terms, conditions, and provisions, and that until such an order is entered, the terms and conditions set forth herein are enforceable as a court order and are not mere recitations.

As authorized by Rule 101(a) of the Utah Rules of Civil Procedure and Utah Code Section 78B-18a-106, we declare under criminal penalty under the law of Utah that we have read, understand, and agree to be bound by the foregoing and that the foregoing is true and correct.

**[THIS ORDER IS EFFECTIVE WHEN DIGITALLY SIGNED AND
DATED ABOVE ON TOP OF PAGE ONE]**

APPROVED AS TO FORM

/s/ Orion Foxx-Electronically signed by permission
ORION FOXX
Attorney for Nickolaus Hodgen

NOTICE

TO: NICKOLAUS HODGEN

PLEASE TAKE NOTICE that the undersigned, attorney for Sierra Montoya, will submit the above and foregoing 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 Utah Rule of Civil Procedure 7(j)(4).

DATED this 4th day of June 2026.

DAVIS LAW OFFICE

/s/ Theodore G. Davis
THEODORE G. DAVIS
Attorneys for Sierra Montoya

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of June 2026, a true and correct copy of the foregoing,
Decree of Divorce, was served to the following:

Orion Foxx
E-filing

/s/ T. Davis