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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:

CURTIS L. THOMAS,

Petitioner,
and

NICOLE THOMAS,

Respondent.

DECREE OF DIVORCE

Civil No. 264402152
Judge Derek P. Pullan
Commissioner Dustin Hardy

THIS MATTER comes before the above-referenced Court by way of Petitioner Curtis L. Thomas's Petition for Divorce, and the parties' Stipulation. The Court, having previously entered Its Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved. The Court hereby grants this Decree of Divorce 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, Curtis ("Father" or "Husband"), has been a resident of Utah County for at least three months prior to the filing of this action. Respondent, Nicole ("Mother" or "Wife"), is also a resident of Utah County.

3. Marriage Statistics. The parties were married on August 13, 2005, in American Fork, Utah County, State of Utah. The parties separated on or about September 1, 2025.

4. Grounds. Pursuant to U.C.A. §81-4-405(1)(h), the parties have experienced irreconcilable differences that have caused the breakdown of the marriage, making further continuation of the marital relationship untenable.

CHILDREN

5. Children. The parties are the parents to four children, three of which remain minors, to wit:

NAME	MONTH/YEAR OF BIRTH
K.R.T.	January 2009
K.T.T.	May 2010
R.C.T.	September 2011

6. Child Custody Jurisdiction. Utah has jurisdiction to make the initial child custody determination pursuant to U.C.A. §78B-13-101, *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.

CUSTODY/PARENTING PLAN

7. Custody. The children have been reluctant to spend time with their father and the parties recognize there is repair work and therapy that is going to be necessary to repair/develop/reunify that relationship. The parties' children are ages 14 (will be 15 in September), 16 and 17. Mother contends that Father would not qualify under the statutory criteria for Court Ordered 60/40 parent time. Father contends that he would. Without resolving that issue and allowing both parties a reservation of those claims, the parties shall share joint legal and joint physical custody of the minor children. Nicole and Curtis shall share parent time on a 60/40 basis, with Curtis exercising approximately 145 overnights per year and Nicole exercising approximately 220 overnights per year. Mother will be obligated to encourage the children and be supportive of father's parent time of 145 nights per year. The specific allocation of time between the parties shall be as they may agree in writing. Parent-time will be exercised in accordance with Utah Code Ann. § 81-9-303, subject to the following specifications:

a. Regular Parent Time. Curtis will have the children every Thursday overnight and on alternating weekends from Friday after school until Monday morning when the children return to school. The following table illustrates the repeating schedule:

40% custody (145 overnights)							
Week#	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Mom	Mom	Mom	Dad	Dad	Dad	Dad
2	Mom	Mom	Mom	Dad	Mom	Mom	Mom
3	Mom	Mom	Mom	Dad	Dad	Dad	Dad
4	Mom	Mom	Mom	Dad	Mom	Mom	Mom

b. Extended Parent Time. During the children's summer break, and at Curtis' election, Curtis shall be entitled to up to four (4) weeks of extended parent-time, which may be exercised consecutively. Of those four (4) weeks, at least two (2) weeks may be exercised as uninterrupted parent-time. The remaining two (2) weeks may be subject to Nicole's midweek parent-time, which shall occur on the same weekday as her regular weekday parent-time. Nicole shall be entitled to two (2) weeks of uninterrupted extended parent-time during the children's summer break, which may be exercised consecutively.

i. Notification of Extended Parent-Time. Each parent shall provide written notice of their planned extended summer parent-time to the other parent as follows: in odd-numbered years, Curtis shall provide notice to Nicole by May 1, and Nicole shall provide notice to Curtis by May 15; in even-numbered years, Nicole shall provide notice to Curtis by May 1, and Curtis shall provide notice to Nicole by May 15. If a parent fails to provide timely notice, the complying parent may determine the noncomplying parent's summer schedule. If both parents fail to provide timely notice, the first parent to provide notice may determine the other parent's summer schedule.

c. Holidays. Holiday parent-time shall be exercised in accordance with Utah Code Ann. § 81-9-303. For purposes of following the statutory holiday schedule only, Nicole shall be designated as the custodial parent. The table below is provided for illustrative purposes only and shall not control over the statute in the event of any inconsistency.

U.C.A. §81-9-303		
Holiday and Time	Years Curtis is	Years Nicole is

	granted a holiday	granted a 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 (b) 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 (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	Even years	Odd years

(b) at 8 a.m. on the day following Memorial Day if there is no school.		
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
Juneteenth National Freedom Day (1) Holiday begins at (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
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
Columbus Day (1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break 1) Holiday begins at 6 p.m. on the day school is dismissed for fall	Odd years	Even years

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.		
Halloween 1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veteran's Day (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving 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.		
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		Odd years	Even years
(1)	Holiday begins at 3 p.m.		
(2)	Holiday ends at 9 p.m.		

8. Parenting Plan. The parties will adopt the Advisory Guidelines pursuant to Utah Code Ann. §81-9-202 as the binding Parenting Plan. In addition, the parties shall be bound by the following parenting plan which is filed in good faith:

a. Co-Parenting. 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. Special consideration should 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. Parent Time Exchanges. The parents shall equally share responsibility for transportation. School-to-school exchanges are preferred when school is in session. When school is not in session, exchanges shall occur at 9:00 a.m., and the receiving parent shall be responsible for transportation, unless otherwise mutually agreed in writing.

c. Parental Conduct. 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.

d. Joint Decision Making. 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 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 the parties are unable to reach an agreement through mediation, either party may seek court intervention for resolution of the disputed issue.

e. Access to Information and Records. Each parent shall have free and open access to all information regarding the children, 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.

- f. Parent Designation & Emergency Contact. 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.
- g. Notice of Contact Information Changes. 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.
- h. Surrogate Care Provider Information. 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.
- i. Notice of Events. 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.
- j. Day-to-Day Decisions and Emergencies. 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.

k. Therapy. The children shall participate in therapy with a therapist mutually agreed upon by the parties after reviewing available insurance coverage. The parties shall cooperate in good faith with treatment recommendations, including family systems therapy or reunification-focused interventions if recommended by the therapist. The parties shall support and not undermine the therapeutic process. The parties shall alternate responsibility for transporting the children to therapy sessions, with each parent attending every other session with the children. The parties shall comply with reasonable therapist recommendations regarding parental participation, collateral sessions, and reunification work.

l. Ensuring and Supporting Parent Time. Each parent shall support and encourage the children's relationship with the other parent and shall make his/her best efforts to ensure that court-ordered parent-time is exercised, except as the parties may otherwise agree in writing. The following shall apply:

i. If a child is reluctant to attend or participate in parent-time, the parent with the child shall make good faith efforts to encourage participation.

ii. Both parents shall avoid creating or allowing alternative arrangements that would interfere with the scheduled parent-time, and shall instead support the child in attending time with the other parent. The parties shall give priority to maintaining the accustomed freedom and autonomy that the children enjoyed during the marriage to spend time with friends and participate in social, religious, sporting and other events that were typical during the time the Parties lived in the same household.

iii. When addressing the child's reluctance, both parents shall avoid placing blame on the other parent and shall present a unified message that time with each parent is important and expected.

iv. The parties shall not schedule activities for the children during the other parent's designated parent-time, except as otherwise agreed in writing.

v. Neither parent shall directly or indirectly encourage, support, or foster resistance to parent-time, nor shall either parent passively acquiesce in a child's refusal to participate in parent-time.

m. Educational Plan. In accordance with U.C.A. 81-9-203(11), the parents both have authority to make educational decisions for the children. Nicole will be designated as the residential parent for purposes of identifying the appropriate school for where the children will attend school. The children 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, they will attend mediation before seeking a court-imposed solution.

n. Notice of Major Injury/Illness. The parties will notify the other parent of major injury or illness as soon as reasonably possible involving the children.

o. Travel Notification. The parents will inform the other parent regarding logistical details of extended vacations including itinerary and contact information. The vacations may not conflict with the other parent's holiday parent-time.

p. Right of First Refusal. Each parent will have first option to provide care for the children over any other third party if the parent responsible for the children are not available for a period of an overnight or longer during their custodial time and the other parent is personally available and willing to provide the care and transportation.

q. Communication. Each parent shall permit and encourage reasonable, unmonitored, uncensored telephone, video, and electronic communication between the children and the other parent during reasonable hours, provided such communication does not unreasonably interfere with that parent's time.

CHILD SUPPORT

9. Child Support. For purposes of child support calculations, Father shall be attributed gross monthly income of \$16,667, and the Mother shall be attributed gross monthly income at minimum wage, in the amount of \$1,257 per month. Based on the applicable child support worksheet, the Father's child support obligation shall be \$2,012 per month. The child support obligation of Father shall be effective May 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with U.C.A. §78A-6-801 - 805.

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. Time and Method of Payment. Notwithstanding statutory payment intervals, Father shall satisfy his child support obligation through biweekly payments made consistent with his payroll schedule, rather than semi-monthly payments, as an administrative accommodation only. This payment schedule does not modify the amount or nature of Father's child support obligation otherwise provided herein. Father may satisfy this obligation through automatic income withholding through the Utah Office of Recovery Services, as permitted by law.

EXTRACURRICULAR ACTIVITIES & SCHOOL FEES

10. 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.

11. School Fees. Each party shall 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.) incurred during the time leading up to and including high school. This does not include private school tuition. The party incurring the out-of-pocket school expense shall 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 shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

INSURANCE

12. Medical/Dental Expenses. In accordance with U.C.A. §81-6-208, the court will order that insurance for the medical expenses of the minor children be provided by a parent. Either parent shall provide health care coverage for the medical expenses of their minor children as defined by 78B-12-102. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children. Curtis is currently providing said insurance.

a. Currently, Curtis's employer pays a substantial portion of the health insurance premiums. Accordingly, Curtis shall be solely responsible for the cost of the children's health insurance premiums for so long as he remains employed with his current employer. In the event Curtis changes employers, and the employer contribution materially changes or is no longer

available, then the parties will share the cost of the children's portion of the health insurance premiums in accordance with Utah law.

b. Each parent will 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.

c. The 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. The 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 will be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child 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 child and the health, hospital, or dental insurance plan of Respondent will be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the 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 child.

g. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that 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

13. Tax year 2026. The parties anticipate that their divorce will be finalized prior to December 31, 2026, and therefore will file separate federal and state income tax returns for tax year 2026. In consideration of the agreements set forth herein and as part of the parties' negotiated resolution, Nicole shall receive the entirety of any net 2026 income tax refund attributable to the parties. To maximize the anticipated refund, Curtis shall claim all of the minor children as dependents for tax year 2026, and, upon receipt of any tax refund resulting therefrom, Curtis shall promptly remit the full refund proceeds to Nicole. The parties shall cooperate in good faith and execute any documents reasonably necessary to implement this provision.

14. Child Tax Credits. Starting tax year 2027, the parties will equally divide the child tax credits for the minor children as follows

a. When there are three minor children who qualify for child tax credits, Nicole will claim K.R.T. and Curtis will claim K.T.T. The parties will alternate the third child (R.C.T.) each year with Nicole claiming R.C.T. in odd numbered taxable years and Curtis claiming R.C.T. in even numbered taxable years.

b. When there are two minor children who qualify for child tax credits, Nicole shall claim K.T.T. and Curtis shall claim R.C.T.

c. When there is one minor child who qualifies as a child tax credit, the parties will alternate the child tax credit with Nicole claiming the child in odd numbered tax years and Curtis claiming the child in even numbered tax years.

d. Husband's right to claim any child for any taxable year will only be given to him if he is current on his child support obligations by December 31st for the year that he is claiming the child(ren) as dependents for tax purposes.

ALIMONY

15. Alimony. Wife shall be awarded alimony from Husband in the amount of \$4,258 per month, commencing May 1, 2026, and continuing for 20 years, unless sooner terminated upon the death of either party, Wife's remarriage, or Wife's cohabitation, whichever first occurs.

a. Integrated Support Structure. Husband shall pay Wife a combined total support amount of **\$6,270** per month, consisting initially of \$2,012 in child support and \$4,258 in alimony. In

consideration of the agreements set forth herein, and as part of the parties' global settlement, the parties will follow the integrated support structure and step-up formula:

i. As each child emancipates and Husband's child support obligation correspondingly decreases, Wife's alimony award shall increase by an amount equal to the corresponding reduction in child support, such that the total combined monthly support paid by Husband shall remain capped at \$6,270 per month during the term of alimony. This step-up is intended solely to maintain the parties' agreed total support amount and shall not be construed as creating support in excess of \$6,270 per month or as establishing unmet needs beyond that amount. This integrated support structure fully satisfies Wife's reasonable needs as negotiated by the parties, and no unmet need exists beyond the agreed combined support amount.

b. Payment Schedule. Notwithstanding statutory payment intervals, and consistent with Husband's payroll schedule, Husband shall pay his support obligations on a biweekly basis concurrent with his receipt of income, in substantially equal installments, in lieu of semi-monthly payments. The parties acknowledge this payment structure is intended solely as an administrative accommodation to correspond with Husband's payroll schedule and does not alter the amount, character, duration, or nature of Husband's child support or alimony obligations as otherwise set forth herein.

PROPERTY

16. 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>
Two winter coats	Curtis
One pair of gloves	Curtis
Camouflage snowpants	Curtis
Books (selected by Curtis)	Curtis
3D Printer	Curtis
Dodge Charger	Curtis
Kia Sorento	Nicole
VW Jetta	Curtis

a. Curtis will pick up the personal property awarded to him from the marital home within 30 days from the date the Stipulation is signed at a mutually agreed upon time. Both parties will cooperate with each other in distributing the personal property.

17. Bonuses and Employment-Related Compensation. As part of the parties' negotiated resolution and in consideration of the agreements set forth herein, Curtis shall be awarded as his sole and separate property all bonuses, incentive compensation, profit-sharing payments, discretionary bonuses, retention bonuses, deal bonuses, holiday bonuses, commissions, deferred incentive compensation, equity-based incentive compensation, and any other similar employment-related compensation paid, awarded, accrued, earned, contingent, or received in connection with his employment, whether past, present, or future. This award specifically includes, without limitation, any proceeds, distributions, payouts, profit participation, liquidity-event payments, transaction bonuses, sale proceeds, equity redemption

payments, or other compensation or financial benefit Curtis may receive now or in the future arising from or related to any merger, acquisition, recapitalization, sale, transfer, or other disposition of the company for which he works, or any ownership, equity, profit participation, or incentive interest associated therewith, whether such rights arose before, during, or after the marriage, and regardless of whether any such payment may be attributable in whole or in part to efforts, services, tenure, or performance occurring during the marriage. Nicole knowingly and expressly waives, releases, and relinquishes any and all claims, rights, or interests she may have in any such compensation or proceeds, including without limitation any claim that any portion thereof constitutes marital property or is subject to equitable division. All such compensation and proceeds shall belong exclusively to Curtis, free and clear of any claim by Nicole.

18. Real Property. As part of the parties' negotiated resolution, and in consideration of the agreements set forth herein, including the agreed alimony award in Paragraph 14 and the allocation of bonuses and employment-related compensation under Paragraph 16, Nicole is awarded as her sole and separate property all right, title, and interest in and to the real property located at 207 E. Deer Run Loop, Elk Ridge, Utah 84651, together with all existing equity, appreciation, and any future increase in value, free and clear of any claim by Curtis. Curtis knowingly and expressly waives, releases, and relinquishes any and all right, title, claim, or interest he may have in the property, including without limitation any claim to reimbursement, lien, offset, contribution, equalization, appreciation, proceeds of sale, or any present or future equity in the property. Curtis shall receive no payment or distributive award for any equity in the property. Nicole shall be solely responsible for and shall assume, indemnify, and hold Curtis

harmless from any mortgage, lien, taxes, insurance, and any other debt or obligation arising from ownership of the property. Nicole shall refinance the property and remove Curtis from any mortgage or related indebtedness within four (4) years of entry of the Decree. Contemporaneous with refinancing, Curtis shall execute a Quit Claim Deed transferring any remaining interest to Nicole. If refinancing has not occurred by that date, Curtis shall nevertheless execute any documents reasonably necessary to effectuate this award, subject to Nicole's continuing obligation to remove him from liability.

DEBTS

19. Debts. The parties have no outstanding debts or obligations. Pursuant to U.C.A. §15-4-6.5(3)(b), both parties shall be authorized to provide notice to each creditor of the parties following the entry of the Decree of Divorce for the allocation of debts between the parties. Each party will be responsible to pay any other debt he or she individually incurred. If any other joint debts are later discovered and not stated and divided herein, the person incurring the debt will be solely responsible for the payment thereof and should hold the other party harmless therefrom.

FINANCIAL ACCOUNTS

20. Bank Accounts. During the course of the marriage, the parties acquired joint and separate bank accounts. The parties represent that they have already divided all funds held in such accounts to their mutual satisfaction. Except as otherwise specifically provided herein, each party is awarded as his or her sole and separate property all bank, checking, savings, money market, and similar financial accounts presently held in that party's individual name, free and

clear of any claim by the other. Each party waives any further claim to accounts awarded to the other under this paragraph.

21. Retirement Accounts. During the marriage, Curtis and Nicole acquired certain retirement assets, which shall be divided as follows:

<i>Account Description:</i>	<i>Approx. Balance</i>	<i>Awarded to:</i>
Roth IRA (Nicole)	\$25,000	Nicole
Roth IRA (Curtis)	\$40,000	Curtis
Curtis' 401 (k)	\$203,113.10	50% to each party

a. Division of 401(k). Curtis's 401(k) account shall be equally divided by Qualified Domestic Relations Order ("QDRO"), with fifty percent (50%) awarded to Nicole and fifty percent (50%) retained by Curtis, using the account balance as of the date of entry of the Decree of Divorce as the valuation date. Unless otherwise required by the plan administrator, Nicole's awarded share shall include all investment gains and losses attributable to her share from the valuation date until the date of distribution or segregation. The QDRO shall be prepared by Moody Brown Law, and the parties shall equally share the cost of preparation and all processing fees, which shall be paid prior to preparation. The parties acknowledge it is their joint responsibility to cooperate in causing the QDRO to be timely prepared, submitted, and implemented, and each shall execute all documents reasonably necessary to effectuate the transfer. Until entry and acceptance of the QDRO by the Plan Administrator, Curtis is restrained from withdrawing, transferring, assigning, pledging, borrowing against, or otherwise encumbering the account except as permitted in the ordinary course by the plan and consistent with preserving Nicole's awarded interest. If Curtis receives any portion of benefits awarded to

Nicole under this paragraph, he shall hold such funds in constructive trust for Nicole and remit those funds to her within thirty (30) days of receipt.

MUTUAL RESTRAINT

22. Father and Mother are restrained from speaking derogatorily about the other parent, discussing the details, allegations, claims, defenses, or litigation issues in this case with the children, or attempting to influence a child's preference regarding custody or parent-time in any manner that would tend to diminish the love and affection of the child for the other parent. Notwithstanding the foregoing, the parties may provide age-appropriate factual information reasonably necessary to address the children's questions regarding the divorce, family transition or living arrangements, provided that neither party shall assign fault to the other parent, or make statements intended to influence the children's perception of the other parent. Husband and Wife shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. Husband and Wife shall further be restrained from allowing third parties to engage in conduct prohibited under this paragraph and shall use their best efforts to prevent such conduct or remove the child(ren) from such circumstances.

23. Both parties shall be restrained from making visitation arrangements through the children or from using a minor child as a messenger.

24. 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.

25. 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,

MISCELLANEOUS PROVISIONS

26. Attorney Fees and Litigation Costs. Husband and Wife shall be ordered to assume his or her own respective attorney fees and litigation costs incurred in this action.

27. Former Name. The Wife shall be restored to her former name of Nicole Rawle if she so chooses. The Court shall enter an Order of Name Change, if necessary.

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

29. Arrearages. This 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.

30. Full Disclosure. Each party warrants that they have provided a complete, accurate, and current disclosure of all income, assets, and liabilities. This means that both individuals are

affirming they've fully disclosed all their financial matters, ensuring transparency in the division of assets and responsibilities.

31. The Stipulation of the parties became effective when signed by all parties.

Order is entered on the date and as indicated by the Court's seal on the top of the first page

APPROVED AS TO FORM:

/s/ Nicole Thomas / August 31, 2026

NICOLE THOMAS / DATE

Respondent

Singed with permission via email from Respondent on August 31, 2026.

NOTICE TO PARTIES

TO: NICOLE THOMAS

PLEASE TAKE NOTICE that the undersigned, counsel for Petitioner, will submit the foregoing document to the above-referenced court for signature upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that date, pursuant to Utah Rules of Civil Procedure Rule 7(j).

Dated this 20th day of August 2026.

/s/ Yaiko Osaki Carranza

YAIKO OSAKI CARRANZA

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 September 1, 2026:

Nicole Thomas

Email: nicole.rawle.thomas@gmail.com

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

/s/ NG _____