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*Attorney for Kesley Westover*

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

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*In the Matter of the Marriage of:*

|                  |             |
|------------------|-------------|
| MILES WESTOVER,  | Petitioner, |
| And,             |             |
| KESLEY WESTOVER, | Respondent. |

**DECREE OF DIVORCE**

Case No. 244403289  
Judge Tony F. Graf  
Commissioner Marian Ito

THIS MATTER having come before the Court pursuant to the parties' Stipulation and Settlement Agreement (the "**Agreement**") [Dkt. No. 219], the Court having reviewed and approved that Agreement, the Court having reviewed the file and all relevant pleadings and documents therein, the Court having made and entered its Findings of Fact and Conclusions of Law, which incorporate by reference the terms of the Agreement, and the Court otherwise being fully informed in the premises, hereby ORDERS, ADJUDGES, and DECREES:

A. ADMINISTRATIVE PROVISIONS.

1. Jurisdiction. This Court's exercise of jurisdiction is proper under, among other authorities, Utah Code Ann. § 81-4-104 (regarding divorces), Utah Code Ann. § 78A-5-102 (general jurisdiction of district courts), Utah Code Ann. § 81-8-101 et seq. (the Uniform

Interstate Family Support Act (“UIFSA”)), and Utah Code Ann. § 81-11-101 et seq. (the Uniform Child Custody Jurisdiction & Enforcement Act (“UCCJEA”)).

2. Venue. Venue is proper in this District Court under, among other authorities, Utah Code Ann. § 78B-3-307 and Utah Code Ann. § 81-4-203.

3. Decree of Divorce. The parties, Petitioner, Miles Westover (“**Miles**” or “**Petitioner**”) and Respondent, Kesley Westover (“**Kesley**” or “**Respondent**”), are hereby granted a Decree of Divorce, final upon entry, severing the bonds of matrimony heretofore existing between them on the grounds of irreconcilable differences.

B. CUSTODY & PARENTING PLAN.

4. Minor Children. The Parties have two (2) minor children (the “**Children**”) as issue of their marriage, to wit: M.W. (born April, 2017); and V.W. (born November, 2023). No other children are expected to be born as issue of the Parties’ marriage.

5. Legal Custody. The Parties are hereby awarded joint legal custody of the Children. It is further ordered that Kesley is hereby designated the primary custodial parent of the Children, with her home designated the Children’s primary residence.

6. Physical Custody and Parent Time. The parties are hereby awarded joint physical custody of the Children, with Kesley hereby awarded primary custody of the Children. Miles’ parent time with the Children shall be as the parties agree or, if the parties cannot agree, Miles’ parent time shall be as follows: pursuant to Utah Code Ann. § 81-9-303 (the 60/40 schedule), keeping his same midweek day (Wednesday) and keeping the parties’ same rotation, as modified herein. During the school year, Miles shall pick up the Children from Kesley on Wednesdays at 5:30 p.m. and on his Fridays at 3:30 p.m. and return the Children to Kesley on Thursdays at 8:00

a.m. and on Mondays at 8:00 a.m. During the summer, Miles shall pick up the Children from Kesley on Wednesdays at 8:00 a.m. and on his Fridays at 8:00 a.m. and return the Children to Kesley on Thursdays at 8:00 a.m. and on Mondays at 8:00 a.m.

7. Exchange Location. The parties shall do parent-time exchanges at a mid-point location at an approximately geographically equal distance between the parties' residences so long as the parties reside no longer than 40 minutes driving time apart. The current designated exchange location is the Springville Maverick gas station. Exchange times shall be pursuant to Utah Code Ann. § 81-9-303 and the terms of paragraph 6 above. If either party relocates within 40 minutes driving time of the other party, the parties may pick a new location as a midpoint calculated by driving time and situated between the parties' respective homes. If the parties cannot agree on a new midpoint location or a party relocates farther than the 40-minute driving time limit, either party may follow the dispute resolution process outlined herein. If a parent is going to miss parent time for any reason, he or she shall give as much advance notice as possible, but no less than 24 hours advance written notice. In the event of an emergency or unexpected minor delay, the parents shall be courteous and provide as much helpful information and notice to each other as possible to not inconvenience each other or the children.

8. Virtual Parent Time. The parties are hereby awarded reasonable virtual parent time with the Children. The Children shall be allowed to contact either parent at any time. For virtual parent time initiated by the parents, it shall occur on Sundays, Tuesdays, and Thursdays at 7 p.m. Conversations shall not include interrogating the Children, asking about the other household or schedules with the other parent, asking about personal matters with the other parent, or any other kind of attempt to gather information through the Children.

9. Holidays. The parties shall be awarded holiday parent time as they agree. If the parties cannot agree, they shall exercise holiday and extended parent-time pursuant to the following chart:

| <b>Holiday</b>                 | <b>Holiday Time Period</b>                                                                                                                                                                                                             | <b>Years Kesley is Granted Holiday</b> | <b>Years Miles Parent is Granted Holiday</b> |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------------|
| Dr. Martin Luther King Jr. Day | (1) Holiday begins on Friday at:(a) 9 a.m. if the parent is available to be with the minor child; or<br>(b) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day. | Odd years                              | Even years                                   |
| President's Day                | (1) Holiday begins on Friday at:<br>(a) 9 a.m. if the parent is available to be with the minor child; or<br>(b) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on President's Day.            | Even years                             | Odd years                                    |
| Spring Break                   | (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.                                                                                        | Odd years                              | Even years                                   |
| Memorial Day                   | (1) Holiday begins on Friday at:<br>(a) 9 a.m. if the parent is available to be with the minor child; or<br>(b) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on Memorial Day.               | Even years                             | Odd years                                    |
| Mother's Day                   | (1) Holiday begins on Mother's Day at 9 a.m.<br>(2) Holiday ends on Mother's Day at 7 p.m.                                                                                                                                             | All years                              | No years                                     |
| Father's Day                   | (1) Holiday begins on Father's Day at 9 a.m.<br>(2) Holiday ends on Father's Day at 7 p.m.                                                                                                                                             | No years                               | All years                                    |
| Independence                   | (1) Holiday begins on July 3rd at 6 p.m.                                                                                                                                                                                               | Odd years                              | Even                                         |

|                                         |                                                                                                                                                                                                                                                                            |            |            |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| Day                                     | (2) Holiday ends on July 5th at 6 p.m.                                                                                                                                                                                                                                     |            | years      |
| Pioneer Day                             | (1) Holiday begins on July 23rd at 6 p.m.<br>(2) Holiday ends on July 25th at 6 p.m.                                                                                                                                                                                       | Even years | Odd years  |
| Labor Day                               | (1) Holiday begins on Friday at:<br>(a) 9 a.m. if the parent is available to be with the minor child; or<br>(b) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on Labor Day.                                                      | Odd years  | Even years |
| Fall Break                              | (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.                                                                                                                                | Odd years  | Even years |
| Halloween                               | (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br>(a) at the time that school is dismissed; or<br>(b) at 4 p.m. if there is no school.<br>(2) Holiday ends at 9 p.m. on the same day the holiday begins. | Even years | Odd years  |
| Thanksgiving                            | (1) Holiday begins at 6 p.m. on the day that school dismisses for Thanksgiving.<br>(2) Holiday ends at 7 p.m. on day before school resumes.                                                                                                                                | Even years | Odd years  |
| Winter Break<br>(First Half)            | (1) Holiday begins at 6 p.m. on the day on that school dismisses for winter break.<br>(2) Holiday ends on December 27th at 7 p.m.                                                                                                                                          | Odd years  | Even years |
| Winter Break<br>(Second Half)           | (1) Holiday begins on December 27th at 7 p.m.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.                                                                                                                                                              | Even years | Odd years  |
| Day of Minor<br>Child's<br>Birthday     | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m.                                                                                                                                                                                                                 | Even years | Odd years  |
| Day Before or<br>After Minor<br>Child's | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m.                                                                                                                                                                                                                 | Odd years  | Even years |

|          |  |  |  |
|----------|--|--|--|
| Birthday |  |  |  |
|----------|--|--|--|

10. Summer. The parties shall follow their regular parent time rotation for summer parent time.

11. Parenting Plan Provisions. The parties agreed that the parenting plan provisions set forth below are in the best interests of the Parties and the Children.

12. Written Communications Using Our Family Wizard. The parties shall communicate in writing using OurFamilyWizard. Each party shall pay for his or her own subscription for OurFamilyWizard, using the lowest subscription (currently \$10/month). OurFamilyWizard shall be used for all communication, including requests for reimbursements per the provisions set forth herein below.

13. Temporary Deviation from Parent-Time schedule. The parties may alter their parent-time schedule as they agree in writing (OurFamilyWizard shall suffice). Unless otherwise agreed between the parties in writing, if a party elects to forego his/her parent time for any reason, he/she shall not be entitled to makeup parent time.

14. Precedence. 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 minor child's birthday; (iii) the holiday schedule for any other holiday; and (v) the regular rotation schedule for weekday and weekend parent time.

15. Minor Children Attending School. For school and other purposes, the residence of the parties' Children shall be with Kesley. Regular school hours shall not be interrupted for

school-aged children for the exercise of parent time by either parent unless agreed to in writing by both parents (OurFamilyWizard shall suffice).

16. Decision Making Process for Parents. The Parents' process of advising and consulting with one another as shall include, but not be limited to: (i) informing the other Parent in writing of the nature of the decision(s) to be made, the option(s) available to the Parents and the Children/a Child, and his/her preferred course of action; (ii) allowing the other Parent a reasonable opportunity to respond to the foregoing information; (iii) cooperating in identifying and discussing concerns and giving reasonable consideration to the other Parent's concerns; and (iv) reasonably attempting to reach a mutually agreeable decision, which accord may not be unreasonably frustrated, opposed, or withheld by either Parent.

17. Emergencies. In the event of an emergency, both parents shall be notified as soon as possible. If an emergency arises while a Child or the Children is/are under the care of one parent, that parent shall notify the other parent in the most reasonable method and as soon as possible.

18. Minor Day-to-Day Decisions. The parent who is exercising parent time with the Children may make minor day-to-day decisions regarding the Children without having to consult the other parent.

19. Educational Decisions for the Minor Children. The Children's schools shall remain the same and the Children shall attend the related feeder schools. V.W. will begin preschool in the fall of 2027 in the school boundaries for Kesley's home, her primary residence. With regard to educational decisions, the parties shall rely upon advice of teachers and other educational providers. If the parties cannot agree, the parties shall mediate the issue. If the

parties cannot agree after mediating the issue, they shall be entitled to raise the issue with the Court.

20. Medical Decisions for the Minor Children. The parties agreed that M.W. can start the recommended orthodontics treatment and the parties shall equally share in the cost, paying their portion directly to the orthodontist's office (roughly \$25 per parent per month). When there is a major decision regarding the Children's medical, dental, eye, orthodontic, psychological treatment, or other medical decision, the Parties shall attempt to reach an agreement by following the advice and recommendations of the Children's treating professionals and experts. If the parties do not agree after receiving advice and recommendations of treating professionals and experts, the disagreeing parent shall be entitled to seek a second opinion. If the parties still cannot agree after getting a second opinion, the parties shall mediate the issue. If the parties cannot agree after mediating the issue, the parties shall have the right to raise the issue with the Court. The fact that there is some cost for a service recommended by a medical expert, alone, is not a legitimate reason to object to the service the child(ren) needs (on the other hand the amount of a cost could be a legitimate reason if there are differing options or different cost options).

21. Religious Decisions for the Minor Children. The parties agreed that the Children will be raised as members of the Church of Jesus Christ of Latter-Day Saints and shall be baptized and receive ordinances, when applicable and at the appropriate ages. The ordinances shall be done in Kesley's stake and ward. So long as Miles is deemed worthy by his ecclesiastical leader, Miles shall have the option to perform the ordinances for the Children. For any religious events, both parties shall be able to attend and bring their friends and family

members to show support for the Children. The events shall be coordinated at a mutually convenient date, pursuant to dates permitted and available with Kesley's stake and ward.

22. Silence as Waiver. If a parent fails to timely respond to a message about a major issue (school, medical, religious, etc.) in OurFamilyWizard, his or her silence will be construed as a waiver or his or her right to object to the proposed service or be involved in the decision making for that issue. For the purposes of this provision, a timely response means responding to a message in OurFamilyWizard within 48 hours. Notwithstanding the foregoing, neither party shall act in bad faith and intentionally send a message when he or she knows the other party will not be able to or likely will not be able to review and respond the message within 48 hours—i.e. camping, out of the country, no internet or cell phone service.

23. Consideration of the Children's Preferences. Once the Children reach the age of 14, their friends will become more significant in their lives. Especially in adolescence, being with friends may be more compelling than being with a parent. Accordingly, the parents shall carefully consider and weigh the Children's input in adjusting their parent-time schedule to design ways to ensure meaningful time with both parents.

24. Right of First Refusal. The parties shall offer each other the right of first refusal to provide childcare if he or she is not available to provide direct oversight of the Children for a period of six (6) hours or overnight. This provision is not intended to prevent the Children from attending events, camps, playdates, or other activities when the parent exercising parent time is otherwise available. The party who is unable to provide direct care shall first offer the time to the other parent prior to turning to any other care provider. If the other party cannot or does not wish to provide care, the party who needs childcare coverage during his or her parent time may then

turn to other family or paid providers. The party providing preferred care for the Children shall provide all transportation associated with his/her provision of preferred care.

25. Contact Information-Surrogate Care Providers. Each party shall provide the other party with the contact information for any and all surrogate care providers. In addition, all surrogate care providers shall be provided contact information for both parties.

26. Mutual Restraints. The Parents shall not directly or indirectly use the Children as a means of communicating with each other or otherwise place the Children or a Child "in the middle" regarding issues that arise under or relate in any way to this Parenting Plan, a Child or the Children, or the Parents' divorce.

27. The Parents shall not: (a) disparage one another and/or allow one another to be disparaged to the Children or in the Children's presence, (b) attempt to affect, influence, or otherwise manipulate the Child's perception of or relationship with the other Parent; (c) attempt to alienate the Children in any way from the other parent. Both parents have an affirmative duty to co-parent the Children in a way that promotes their best interest; and (d) discuss with, or in the presence of, the Children the allegations, circumstances, and/or facts at issue in this divorce proceeding or any other issues giving rise to or otherwise underlying the Parents' divorce.

28. A party shall not threaten, bother, or harass the other party.

29. The Parents shall not, directly or indirectly, discuss with, share with, publish to, or otherwise expose to the child any of the allegations, documents, facts, circumstances, pleadings, or other information or materials related to, reflecting on, or associated with the parties' separation and divorce, including (without limitation) the underlying action, and any other issue(s) in dispute between the parties.

30. The Parents shall encourage, facilitate, and in all material, ways support the Children in participating in parent-time with the other Parent.

31. Both parties are restrained from discussing adult issues in front of the Children or allowing a third party to do so. The parties are also restrained from discussing the Children's relationship with the other parent in front of or with the Children, or from questioning, interrogating, or otherwise "pumping" the Children for information regarding what occurs when the Children are with the other parent. The parties are also restrained from allowing any other person to perform any of the activities they are restrained from engaging in, including those set forth specifically in this paragraph.

32. The parties shall not go to the other parties' place of employment without written agreement from the other party or having independent good cause (i.e. having business reasons as a customer, vendor, employee, etc. to be there unrelated to the other party and the other party shall not be bothered, stalked, harassed, embarrassed, etc. as a result).

33. The parties shall not go to the other parties' residence uninvited or unannounced.

34. Both parties are restrained from using the likeness, image, or credit of the other party for any purpose.

35. Neither party shall introduce the Children to significant others until they have been in a relationship for a minimum of three (3) consecutive months.

36. Both parties shall protect the Children from and restrict the Children from all access to adult content in television, movies, dating applications, social media, internet, etc. This shall include, but not limited to, pornography and erotic adult material.

37. The Parents shall take any and all steps reasonably necessary to ensure that their family members, friends, and associates abide by the terms of the provisions of this Parenting Plan.

38. Neither party shall consume or use illegal drugs or alcohol during his or her parent time.

39. Neither party shall allow tattoos, piercings, or anything permanent to the bodies of the Children without the written consent of the other parent.

40. Contact information. The parties shall keep the other informed of his or her respective address, email address, phone numbers, and other information pertinent to communication between them and contact with the Children.

41. Traveling & Itinerary Information. Anytime either parent travels with the Children (outside the State of Utah), the provisions of Utah Code Ann. § 81-9-202(19) shall apply and the traveling parent shall provide the following information to the other parent in advance: (1) an itinerary of travel dates; (2) destination(s); (3) places where the Children or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the Children's location.

42. For international travel, the travelling parent shall give at least thirty (30) days' advance notice, and the travel must be during his or her parent time (unless otherwise agreed to in advance in writing between the parties). The parties shall cooperate and sign any documents necessary to facilitate international travel, including documents to renew the Children's passports. Kesley shall hold the Children's passports. When Miles is travelling out of the country, Kesley shall facilitate getting Miles the passports prior to his travel and then Miles shall

return them at the first parent time exchange after he returns from his travel. The parties must agree in advance in writing before either parent may travel with the Children to a country that does not have a treaty with the United States under the Hague Convention.

43. Access to Records. Both parents shall have access to all records of Children including, but not limited to, school, religious, medical, dental, and psychological records of the Children. The parents will make arrangements with the Children's schools for each parent to receive a copy of the Children's report cards, school calendars, etc. Except as to information each parent has the ability to gain independent access to this information, each parent shall share with the other all schoolwork, report cards, school pictures, and other information relating to the schooling and extracurricular activities for the Children. Further, unless each parent has the ability to gain independent access to this information, each parent shall take affirmative steps to share information regarding the times and locations of parent-teacher conferences, school programs, church programs, sporting events, recitals, performances, practices and other significant events involving the Children.

44. Notice to Third Parties & Access to the Children's Records. The Parents shall inform all educational, school, medical, dental, orthodontic, optical, psychological, and other care/service providers that they share custody as prescribed herein and they shall direct such care providers to use their best efforts to ensure that both Parents are provided with separate notices relating to the Children and jointly involved and consulted with in making decisions regarding the Children. The Parents expressly acknowledged that such efforts may, in the event of an emergency, necessarily be limited. Further, both Parents shall be entitled to access or otherwise obtain ALL the Children's information, records, reports, and all other data of any kind relating to

the Children from any and all third persons or third entities serving the Children (e.g., without limitation, care givers or care providers of any kind, churches, hospitals, physicians, schools, therapists, etc.).

45. Attending Events. Both parties shall be able to attend events, activities, and performances in which the Children participate.

46. Civil Communications & Respectful Behavior. Both parents shall engage in civil communication in writing in OurFamilyWizard to discuss matters relating to the Children with each other and shall avoid using the Children to relay messages or information. Both parents shall support each other in their respective parenting roles and encourage a positive relationship between the Children and the other parent and encourage third parties to do the same. The parties shall respect the Children's rights to have a meaningful bond with each parent, stepparents, and other relatives.

47. Cooperation.

a. Facilitating Co-Parenting Relationship. For the purpose of encouraging and facilitating the Parents' co-parenting relationship, the Parents shall:

- i. Respect each other's need for personal space and independence;
- ii. Actively collaborate to establish a "united front" of parenting by supporting each other as parents, establishing consistent rules, and discipline philosophies that will foster a feeling of continuity and a sense of security for the Children as to homework, lessons, school projects, motivation to work and succeed, etc., and constantly striving to reach a consensus on parenting issues whenever possible;

iii. Acknowledge the difference between legitimate complaints and injurious criticism, and each shall strive to remember and understand that distinction. The Parents shall share complaints in a respectful manner and receive complaints without taking personal offense. The Parents acknowledged and understood that contention (especially litigation) can significantly injure the Children emotionally, behaviorally, and otherwise;

iv. Agree to a "no-contention" rule wherein parent time exchange times shall be tension and contention-free for the Children's benefit. The Parents shall be courteous and respectful when exchanging the Children and shall defer discussing financial or other parenting issues or concerns to a time when the Children are not present or at hand;

v. Focus on problem solving rather than fighting and the Parents have acknowledged that a conversation may need to be postponed until after one or both Parents have obtained more information or completed research concerning the question(s) at hand. Rather than argue, the Parents shall share ideas and research as they work toward a mutual resolution;

vi. Support the Children in their academic and extra- curricular endeavors by providing transportation, time, resources (at their mutual and equal expense);

vii. Consult with each other if and whenever a Child is experiencing school problems, emotional concerns, or other problems, and actively collaborate to decide how best to meet that Child's needs;

viii. Affirmatively support each other as parents and hold the other in high esteem as a parent in their respective conversations with the Children throughout their lives;

- ix. Expressly and implicitly give the Children permission to love each of them;
- x. Make decisions regarding the Children by focusing on the Children's needs and interests;
- xi. Respect each other's parenting style, personal beliefs and values;
- xii. Actively collaborate to avoid, and when necessary, eliminate, the emotional trauma and pain to the Children that results from conflicts between the Parents, including being restrained from including the Children in such conflicts with the emphasis on shielding the Children;
- xiii. Remain civil in all their future dealings as they relate to or directly or indirectly affect the Children;
- xiv. Accommodate the Children's need to have quality relationships with extended family members, and the Children's attendance at funerals, weddings, family reunions, religious holidays, important ceremonies, religious ordinances, sibling birthday parties, and other significant events in the Children's lives or in the life of either Parent which may inadvertently conflict with the parent-time schedule by, among other things, permitting the other Parent make-up parent-time when such activities and events interfere with that other Parent's time with the Children;
- xv. Educate their new spouse, should s/he again marry, as to this parenting plan, take all steps necessary to ensure their new spouse's compliance herewith, and view the other Parent's new spouse as an additional source of emotional support for the Children rather than as a competitor;

xvi. Share ALL information related to the Children's health, education, and general welfare (e.g., without limitation, event calendars, physician's diagnoses, report cards, school calendars, school pictures, etc.); and

xvii. Actively collaborate to share access to information regarding the Children, facilitate the other's access to information regarding the Children, and provide notice of events involving the Children.

48. Child Support. The Court shall order the parties to pay child support as calculated under the Utah Uniform Child Support Guidelines and based on the parent-time schedule and combined support amount as derived from the parties' current and/or imputed incomes. For child support, Kesley is imputed minimum gross monthly income wage of \$1,928 and Miles is imputed his historical gross monthly income wage of \$10,000. Using these incomes and the 60/40 parent time arrangement, Miles shall pay child support in the amount of \$1,245 per month. Child support shall be timely. Child support shall be due  $\frac{1}{2}$  on the 5th and  $\frac{1}{2}$  on the 20th day of each month.

49. Adjustment / Modification / Termination. All the Parties' child support obligations hereunder shall continue for each Child until each Child reaches eighteen (18) years of age or graduates from high school with his/her expected class, whichever occurs later, at which time the parties' child support obligations hereunder for that Child shall automatically terminate for said Child (i.e., without need of motion or petition) to reflect that emancipation.

50. Child Support Arrearages & Outstanding Medical Expense Reimbursements. Miles owes arrearages to Kesley for child support and also owes Kesley reimbursements for medical expenses Kesley paid to medical providers for the Children through July 31, 2026.

Kesley's counsel will provide documentation and information to Miles' counsel by August 7, 2026 to establish the amounts owed. Miles will then pay these amounts out of his portion of the home proceeds, as set forth in paragraph 69 below.

51. Health Insurance and Out of Pocket Costs for the Children. Pursuant to Utah Code Ann. § 81-6-208, whichever party is reasonably able shall provide and maintain health/medical and dental insurance for the benefit of the Children. Miles shall provide this insurance, and each party shall be responsible for 50% of the insurance premium cost for the Children. If a more economical option becomes available for the Children's health insurance, either party may provide that coverage.

52. Each party shall pay one-half of all out-of-pocket medical, dental, orthodontic, optical, orthopedic, and therapeutic expenses incurred on behalf of the parties' Children. Verification of said expenses and reimbursements shall be governed by Utah Code Ann. § 81-6-208. Reimbursements shall be paid within 30 days of the request for reimbursement.

53. When reasonably requested, a Parent providing insurance for the Children's benefit shall provide the other Parent with insurance card(s), claim forms, and/or any other materials necessary to facilitate the full and unfettered use of said insurance(s) for the Children's benefit.

54. Work-Related Child-Care Costs. Each party shall pay one-half of all work-related child-care costs. Verification of said expenses and reimbursements shall be governed by Utah Code Ann. § 81-6-209.

55. Extracurricular Activity Expenses. 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 (OurFamilyWizard) extracurricular activities that the Children may be involved in. Costs must be specifically agreed upon by both parties in writing or the party enrolling the Children shall be responsible for the full cost of the activity or school fees. The party incurring the extracurricular activity out of pocket costs shall submit to the other party verification of the incurred expenses, including a receipt and an invoice, within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for the Children's extra-curricular activity without receiving prior written consent from the other parent shall be solely responsible for that expense. A parent that does not agree to an activity will not be obligated to bring the Child or Children to the event. Notwithstanding the foregoing, the parties agreed and it is so ordered that M.W. shall continue to participate in the activities he is currently participating in until he no longer shows an interest in them and the parties shall share 50/50 in the costs and shall be obligated to take M.W. to practices, games, events, etc. for the activities. Those activities are baseball and basketball. Each party shall inform the other party about enrollments for said sports for M.W. and ensure that both parents are listed on any coach's lists.

56. School Expenses. The parties shall equally share (50/50) all school expenses, including, but not limited to, school lunches, registration fees, etc.

57. Tax Exemptions & Credits/Benefits. Beginning in 2026, the parties shall share the tax exemptions and credit/benefits each year. While there are two minor Children, each party shall claim one Child, with Miles claiming M.W. and Kesley claiming V.W. When there is only one minor Child, the parties shall alternate claiming V.W., with Miles claiming V.W. the first year there is only one minor Child. Miles shall only be entitled to claim a minor Child as a tax exemption and credit/benefit on his tax return if he is current on all child support,

reimbursements for medical/dental/eye/etc. expenses, reimbursements for daycare, reimbursements for school expenses, and reimbursements for extracurricular activities as of December 31 of that tax year. If Miles is not current as of December 31 of that tax year, Kesley shall be entitled to claim all Children on her tax return.

58. Alimony. Miles shall pay Kesley alimony in the amount of \$1,300 per month for a period of seven years, or 84 months. Alimony shall terminate upon the earliest of expiration of the 84 months, Kesley's remarriage, Kesley's cohabitation, or the death of either party. Alimony shall commence August 1, 2026. Alimony shall be due  $\frac{1}{2}$  on the 5th and  $\frac{1}{2}$  on the 20th day of each month.

59. Life Insurance. During the course of the marriage, the parties have not acquired any life insurance policies.

60. Retirement Accounts. During the course of the marriage, the parties have not any acquired pensions, retirement benefits, 401(k)s, IRAs, deferred compensation plans, profit sharing, and/or other type of retirement account(s).

61. Separate Property, Inheritance, & Gifts. Each party is hereby awarded any separate property, inheritance, and/or gifts he or she owns, if any, free and clear of any claim by the other party.

62. CD Account. There is one CD account for approximately \$15,000 at Alta bank, consisting of inheritance Kesley received from her grandmother. Kesley is hereby awarded the CD account, free and clear of any claim by Miles. Miles shall cooperate, as necessary, to sign all documents required to reflect the correct ownership on said account.

63. Investment Accounts. The parties have no other investment accounts.

64. Bank and Savings Accounts. The joint Wells Fargo account shall be closed, with any remaining funds divided 50/50 between the parties.

65. Miles is hereby awarded his Alta Bank account, and all associated funds, free and clear of any claim by Kesley.

66. Each party is hereby awarded his or her own separate bank accounts and Venmo account and associated funds, free and clear of the other party.

67. Cash. Each party is hereby awarded any cash in his or her possession.

68. Vehicles. Kesley is hereby awarded the Volvo, free and clear of any claim from Miles. Miles is hereby awarded the Toyota, free and clear of any claim from Kesley. Any debts remaining on the vehicles or debts incurred on behalf of the vehicles, shall be the responsibility of the party who is awarded the same vehicle. Each party shall indemnify and hold the other party harmless therefrom any expenses, registration, vehicle loans, etc. related to any vehicle he or she is awarded.

69. Real Property. During the course of the marriage, the parties have acquired an interest in real property, commonly known as 1228 E. 1030 N. American Fork, Utah. During the course of the litigation in this action, the home was sold. The net proceeds were being held in escrow pursuant to the Court's temporary order entered in this matter. The parties agreed that the sauna/cold plunge was sold with the home. Kesley shall first be awarded half of the proceeds. Kesley shall also be awarded the amount of outstanding child support arrearages and any medical reimbursements that are unpaid pursuant to paragraph 50 above. These amounts are to be awarded out of Miles' half of the proceeds. After these amounts are paid, the remainder of

Miles' half of the proceeds shall be paid to Miles. The parties have already divided the home proceeds pursuant to this provision.

70. Cryptocurrency. Neither party currently owns any cryptocurrency.

71. Business Interests. During the course of the marriage, the parties may have acquired interest(s) in certain companies or business entities, which are disposed of or dealt with as follows:

a. Alta AI. Miles represents he owns no interest in Alta AI.

b. Hive and Pines. This company is hereby awarded to Miles, free and clear of any claim by Kesley.

c. K West Hair. This company is hereby awarded to Kesley free and clear of any claim by Miles.

72. Debts. During the course of the marriage, the parties incurred debts and obligations. Debts shall be divided as follows:

a. Miles shall be responsible for his American Express debt, card ending in 5343, and indemnify and hold Kesley harmless therefrom;

b. Miles shall be responsible for his Citi Costco debt, card ending in 2887, and indemnify and hold Kesley harmless therefrom;

c. Miles shall be responsible for his SoFi personal loan, and indemnify and hold Kesley harmless therefrom;

d. Miles shall be responsible for his Wells Fargo debt, card ending in 0304 and 0305 (if there is one with 0305), and indemnify and hold Kesley harmless therefrom;

e. Kesley shall be responsible for the Rocket Money personal loan, and indemnify and hold Miles harmless therefrom;

f. Miles shall be responsible for any debt he has on an Apple credit card, and/or with Citi Bank, Synchrony Bank, Flagstar Bank, Discount Tire credit card, Central Loan Admin, Mountain America Credit Union, and indemnify and hold Kesley harmless therefrom; and

g. Miles shall be responsible for the joint American Express debt, card ending in 3008. Kesley shall cooperate to remove her name or to have the account closed when the balance is paid off, whichever Miles prefers, depending on availability. Miles shall indemnify and hold Kesley harmless therefrom.

73. Each party shall be responsible for any and all debts in his or her name or incurred for his or her benefit and indemnify and hold harmless the other party from any debts he or she is ordered to assume, pay, and be responsible for. If a party is ordered to pay a debt held in another party's name or jointly in both names, that party shall be ordered to refinance the debt and, until the debt is refinanced, not incur additional debt in the other party's name and timely pay on any such debts, timeliness being of great importance and issue, as the parties both would recognize the great harm that late payments would have to the other party's credit and ability to secure credit for future endeavors. Pursuant to Utah Code Ann. § 81-3-105, the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate current addressees.

74. Post-Separation Debts. Except as otherwise set forth herein, all debts and obligations contracted by the parties after the date of the filing of the original Petition, shall be

the responsibility of the party who incurred the particular debt. The party incurring the debt shall assume and pay the debt and indemnify and hold the other party harmless therefrom.

75. Tax Returns & Liabilities. The parties shall file a joint tax return for the 2025 tax year and shall be jointly responsible (50/50) for any tax liability and/or shall equally share any tax return. If there is a tax liability, each party shall indemnify and hold the other party harmless from his or her half of the tax liability.

76. Personal Property. During the course of the marriage, the parties acquired certain items of personal property. The parties are hereby awarded their separate individual effects. Miles is hereby awarded the gun safe and guns. Within seven (7) days of executing the Agreement, Kesley shall provide the gun safe code to Miles in writing. All other personal property is hereby awarded to the parties as the parties have already divided it.

79. Embryos & Utah Fertility Bills & Balance. The parties have embryos at Utah Fertility and an outstanding balance with them in the amount of \$1,360. Kesley shall be solely responsible for this bill and all ongoing costs to store the embryos. Miles shall sign over all ownership and use rights for the embryos and shall sign any and all documents necessary to transfer all ownership and use rights. Kesley is hereby awarded the embryos free and clear of any claim from Miles, subject to the provisions set forth herein. Kesley shall be required to inform Miles if and when she is using the embryos (each time, if applicable) before using it/them, though she does not need his permission for use. The parties shall cooperate to ensure that they get any and all documents, agreements, contracts, etc. that are needed for Utah Fertility. Kesley agrees to only use the embryo(s) if she is remarried.

80. Advisory Guidelines. Except to the extent inconstant with any provision set forth herein, the parties shall abide by the advisory guidelines of Utah Code Ann. § 81-9-201.

81. Name Change. Kesley shall be restored the use of her maiden name, McCammon, if she so desires.

82. Notice to Creditors. Upon entry of this Decree of Divorce, the parties shall be ordered to inform the parties' creditors of the allocation of the above debts and obligations pursuant to Utah Code Ann. §§ 15-4-6.5, 81-3-105, as amended.

83. Division of school/medical accounts. The parties may elect that medical/dental and school expenses be created in separate accounts pursuant to applicable statute for payment by each parent as long as the provider receives a copy of this Divorce Decree at or before the day on which the provider first renders medical/dental services or issues a bill for school fees.

84. Attorney's Fees. Each party shall pay for his or her own attorney's fees.

END OF DECREE OF DIVORCE.

**\*\*EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE DATE AND**

**SEAL AT THE TOP OF THE FIRST PAGE\*\***

**Approved as to Form:**

/s/ Casey Hoyer\*

Casey Hoyer

Counsel for Petitioner, Miles Westover

*\*Signed by Taryn N. Evans with permission*

**CERTIFICATE OF SERVICE AND RULE 7 CERTIFICATION**

Notice is hereby given that, pursuant to Rule 7 of the Utah Rules of Civil Procedure, Respondent intends, without further notice to Petitioner, to file with the Court the within and foregoing, if no objection thereto is filed within the time prescribed by Rule 7.

This certifies that I caused a true and correct copy of the foregoing to be delivered, via email, to the following this 20<sup>th</sup> day of August, 2026.

Casey Hoyer  
Counsel for Petitioner, Miles Westover

/s/ Taryn N. Evans