



Connor J. Fackrell (18917)
Attorney-Mediator for the Parties
3051 West Maple Loop Drive
Suite 222
Lehi, Utah 84043
801-514-7171

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

In the Matter of the Marriage of:	
CHRISTIAN REID DEES,	DECREE OF DIVORCE
Petitioner,	Civil: 264402288
and	Judge: Ryan Stack
CHRISTINA PACE DEES,	Commissioner: Marian Ito
Respondent.	

THE ABOVE-ENTITLED having come before the Court on a written stipulation of the parties, and an affidavit of grounds and jurisdiction, the Court having taken all matters herein under advisement, and being fully advised in the premises enters the award.

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:

1. Award: Petitioner is hereby granted a Decree of Divorce from Respondent dissolving the bonds of matrimony heretofore existing between the parties. The decree shall become absolute on the date it is signed by this Court and entered by the Clerk.
2. Residency. The Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.
3. Marriage Statistics. The parties were married on April 7, 2012, in Salt Lake City, Utah, United States and are presently married.

4. Grounds. The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.
5. Children. The following are minor children of the parties.

Name	Date of Birth
A. J. D.	May 2013
J. C. D.	July 2015
H. R. D.	December 2017
G. A. D.	November 2021

PARENTING PLAN

6. Custody/Parent time. The Parties are awarded joint custody of their minor children.

Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mother	Mother	Mother	Mother	Father	Father	Father
Week 2	Father	Father	Father	Father	Mother	Mother	Mother

- a. Before August 21, 2026. The parties shall continue to exercise parent time as they have traditionally done unless they agree otherwise in writing.
- b. After August 21, 2026. The parties shall have 50/50 custody such that each parent receives one week with the exchange occurring at school on Friday morning (or 4 p.m. when school is not in session).
- c. Midweek Visit. The parent who is not exercising parent time may elect to exercise a midweek visit on Tuesday from after school (or 9 a.m. when school is not in session) to 6:00 p.m.

d. Each party shall receive two-uninterrupted weeks in the summer-time and up to two-uninterrupted weeks during other times of the year for travel.

7. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1 each year for first option parent and May 15 for second option parent. Father shall have first choice of extended time in odd numbered years and Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.
8. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays shall be according to Utah Code Annotated §81-9-303 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	July 4th 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	First Half of Winter Break, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	Second Half of Winter Break , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school

Mother	Father	The day before or after child's birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 9 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with the exchange at school

9. Legal Custody. The parties shall have joint legal custody. Both parties shall have access to the children's school, medical, church, and other records and shall include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties shall first seek the advice of an expert in the field. If they cannot come to an agreement, the parties shall then mediate. If the parties are unable to come to an agreement, Mother shall have final say over medical items and Father shall have final say over school items. Neither party shall have final say over religious items. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

a. Medical. Emergency and sick care shall be attended immediately by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes for emergency or same day care. The parent shall notify the other parent within 24 hours of scheduling for any regular medical or dental appointment, and the parent who has the parent time shall attend the appointment. If it is emergency care, both parents shall be able to attend the care.

- b. School. Each party shall ensure that the minor children arrive at school on time during that party's parent-time. Each party shall also ensure and encourage the children to complete all homework and school assignments by their applicable due dates.
 - c. Separate Accounts. According to Utah Code Annotated §15-4-6.7 each party shall elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.
 - d. Religion. While the parties continue to reside in their current locations, the parties shall alternate attending the home ward with the children during their respective parent-time. If either party relocates or the applicable home ward changes, each party shall attend their respective ward with the children during that party's parent-time. Both parties shall encourage the children to actively participate in church, weekly activities, camps, and other church-related activities.
 - e. Changing Parent-Time. There shall be no changes to the parent-time schedules as designated herein, unless the parent with the parent-time makes an agreement in writing through Our Family Wizard. The parents shall not talk to the children about any change in parent-time prior to a written agreement between the parties of the change.
10. Relocation. If either party moves more than 40 miles from the other parent, the parties shall be bound by the 60-day notice requirements of Utah Code Annotated §81-9-209.
11. Our Family Wizard. The parties shall utilize Our Family Wizard to communicate and calendar and exchange receipts. The parties shall each pay their respective costs for Our Family Wizard. The parties shall not use their children to deliver messages. The parties

shall use text contact only for emergencies and changes on the day of the exchange. Each party shall set up and pay for their portion of Our Family Wizard by August 1, 2026. The parties shall respond within 48 hours of any communication. The parties shall exchange receipts, calendar, and communicate through Our Family Wizard. The parties shall not use Our Family Wizard to harass or annoy the other parent. The communication shall be civil and limited to issues regarding the children. The parties shall abide by the recommendations of the tone meter.

12. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

13. Travel.

a. When the children travel with either parent out of State, all of the following shall be provided to the other parent at least 7 days prior to departure or 21 days for international travel:

- i. An itinerary of travel dates;
- ii. Destination;
- iii. Places where the children or traveling parent can be reached;
- iv. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.

b. Both parties shall have unfettered access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out

of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld. Mother shall be the custodian of the passports.

14. Change of Information. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
15. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.
16. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.
17. Mutual Restraining.
 - a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall 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.
 - b. 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 and from allowing any other person to do so.

- c. The parties shall not use their children to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting in front of the children or at any children's activity.
 - d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.
 - e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.
 - f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
 - g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.
18. First Right of Refusal. Each parent shall have first option to provide care for the child over any other third party if the parent responsible for the child is not available four (4) hours or more during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

19. Romantic Partners. Neither party shall introduce a romantic partner or a member of the opposite sex to the minor children unless the relationship has been ongoing for at least six (6) months and is serious and committed in nature. Neither party shall have a romantic partner stay overnight during that party's parent-time unless the party and the romantic partner are married.
20. Childcare. For regular and consistent childcare lasting more than three hours, the party arranging the childcare shall ensure that the caregiver is between 16 and 75 years old, is able to drive, and is capable of providing proper supervision.
21. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future shall an emergency arise which would make formal negotiation not practical.
22. 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 except as addressed herein. The parties shall pay the providers directly if possible. If it is not possible, 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. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the Our Family Wizard Calendar within 24 hours of receiving the calendar or any change.

23. 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 except as addressed herein. This shall not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, 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.

24. Curbside Transportation for the Children. The parties shall utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent shall provide the transportation from the other parent's residence unless otherwise mutually agreed upon. If the exchange occurs at the residence, the parties shall have a curbside exchange. The receiving parent shall pull up in front of the residence and text to announce the arrival. The receiving parent may wait inside the vehicle for the children to come out, but shall remain in a position where he or she can make physical contact with the vehicle at any time. The

non-receiving parent shall remain in a position where he or she can touch the front door at all times during the exchange.

25. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the other parent is aware of the identity of the individual, and the receiving parent shall be with the children by overnight.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

26. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 *et seq.* Mother's gross monthly imputed income is \$6,933 per month. Father's gross monthly income is \$14,000 per month. Mother has 182 overnights and Father has 183 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Father's child support obligation shall be \$619 per month. Child support shall commence August 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (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. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.
27. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §81-6-208. Father is currently providing said insurance.
- a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the

premium is a per capita share of the premium actually paid. The premium expenses for the children 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. This amount shall be automatically deducted from or added to the child support paid or owed.

- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.
- c. The parent who incurs medical and dental expenses may 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 children as indicated.
- d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are 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 shall be treated as if it is the plan of the remarried parent and

shall retain the same designation as the primary or secondary plan of the dependent children.

- e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.
- f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

28. Childcare Expenses. The parties shall adopt Utah Code Annotated §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children.

29. Dependency exemption. The parties shall share the dependency exemption/tax credit for the minor children as follows:

- a. While there are four minor children, the parties shall each receive two children as a dependency exemption/tax credit. Mother shall claim the oldest two children and Father shall claim the youngest two children.
- b. While there are three minor children, the parties shall alternate the dependency exemption/tax credit for the minor children. Mother shall claim 2 oldest children in even-numbered tax years and the oldest child for even-numbered tax years and Father shall claim 2 youngest children in odd-numbered years and youngest child for odd-numbered tax years.

- c. While there are two minor children, the parties shall each receive one child as a dependency exemption/tax credit. Mother shall claim the oldest child and Father shall claim the youngest child.
- d. When there is only one minor child, the parties shall alternate the dependency exemption/tax credit for the minor child. Mother shall be entitled to claim the minor child as a dependency exemption/tax credit for even-numbered tax years, and Father shall claim the minor child as a dependency exemption/tax credit for odd-numbered tax years.
- e. Father is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of the applicable tax year.

30. Taxes. The parties shall file separate tax returns for 2026.

31. Real Property. The parties are selling their home in Ohio beginning the summer of 2027 for a reasonable market value price and shall split any proceeds from the home as described herein. Currently there are renters in the home. In exchange for Father helping manage the renters and property including paying the mortgage and property tax, Father shall receive any rental income from the home until it sells. The parties shall put the home for sale with a mutually agreed upon Real Estate Agent in the summer of 2027. Father shall give Mother three names for Real Estate Agents and Mother shall choose one within 14 days of receipt. The parties shall follow the advice of the Real Estate Agent. Upon the sale of the home at a reasonable market value price, the parties shall split the net equity. The proceeds of the home shall be distributed as follows:

- a. First, the parties shall pay the cost of sale;

- b. Second, the mortgage shall be paid;
- c. Third, the parties shall jointly retain an accountant to calculate the division of the equity. Mother shall receive \$300,152.70 from the proceeds of the sale of the home after payment of any taxes attributable to the sale of the home. Any remaining net proceeds shall be divided equally between the parties. If the available net equity is insufficient to provide Mother with \$300,152.70 after payment of the taxes attributable to the sale, Father shall pay Mother the deficiency.

32. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2023 Tesla Model Y	Father
Honda Odyssey	Mother

- a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

33. Debts. The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Debt in Father's Name	Father
Debt in Mother's Name	Mother

- a. Accumulation of Debt: Neither party shall incur any additional liability on joint credit cards.

- b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Shall other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
 - c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.
34. Fidelity Brokerage Account. In consideration of the financial provisions set forth herein, the stocks held in the Fidelity brokerage account shall be divided equally between the parties, and Father shall be awarded all remaining assets held in the account.
35. Checking And Saving Accounts. Each party shall be awarded monies in their own separate checking and savings accounts. The joint accounts shall be divided equally and closed within 14 days of the stipulation.
36. Mission Account. The Mission Account held at Vanguard shall be maintained for the benefit of the parties' children and shall be used solely to assist each child with the costs associated with serving a mission for The Church of Jesus Christ of Latter-day Saints. After each of the parties' children has either served a mission or had a reasonable

opportunity to serve a mission but no later than the G. A. D.'s 22nd birthday, any remaining funds in the Mission Account shall be divided equally between the parties, unless otherwise agreed in writing.

37. Retirement Accounts. Due to the financial considerations herein each party shall be awarded the retirement accounts in their own respective name and shall waive all claim to the other party's retirement. The Fidelity Roth IRA ending in 7763 shall be transferred to and awarded to Mother as her sole and separate property. The transfer is intended to constitute a tax-free transfer incident to divorce pursuant to Internal Revenue Code § 408(d)(6) and shall be completed by direct transfer, redesignation, or other method approved by the account custodian that does not result in a taxable distribution.
38. Profit Interest Unit ("PIU"). Father shall be awarded the PIU's in his name.
39. Gnodi Nodes. Mother shall be awarded the investment in Gnodi Nodes.
40. Juuva Distributorship. The Juuva distributorship and all associated income, assets, intellectual property, debts, liability, and tax consequences shall be awarded to Mother.
41. Business Interest. Father shall be awarded 100% of the business interest in Dees Limited LLC and all associated income, assets, intellectual property, debts, liability, and tax consequences.
42. Property Settlement. Due to the financial considerations herein, Father shall pay to Mother \$20,939 within 90 days of the date of stipulation.
43. Name. Christina Pace Dees shall have the option of restoring her name to Christina Pace.
44. Alimony.
- a. Beginning January 1, 2027, Father shall pay Mother alimony in the amount of \$250 per month until the Ohio home is sold. Alimony shall be paid on or before

the 5th day of each month. In addition to the alimony payment, during this same period, Father shall pay the children's medical, extracurricular, and school-related expenses. Alimony shall terminate upon the sale of the home, the receiving party's remarriage, cohabitation, or the death of either party.

- b. In the event that Mother is no longer able to reside with her parents due to loss of the home, or the sale of the home, Father shall pay her \$1,000 per month. Until May 31, 2028.

45. Dees Family Revocable Trust. The sole asset currently held in the Trust is the marital home located in Ohio. The marital home shall be distributed as provided herein.

Following the distribution of the marital home and completion of any actions necessary to wind up the Trust, the parties shall dissolve the Trust.

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

47. Attorney's Fees and Costs. Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

**THIS IS THE SIGNED ORDER OF THE COURT WHEN SIGNED ELECTRONICALLY
BY THE COURT ON THE FIRST PAGE OF THIS DOCUMENT**

CERTIFICATE OF MAILING

I certify I e-mailed a copy as agreed upon by the parties, a true and correct copy of the foregoing document to the following:

Christian Reid Dees
christian.dees@gmail.com

Christina Dees
christina.p.dees@gmail.com

August 28, 2026

DATED

/s/ Connor J. Fackrell

CONNOR J. FACKRELL

Attorney-Mediator