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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH	
<i>In the Matter of the Marriage of</i>	DECREE OF DIVORCE Case No.: 264402227 Judge: CHRISTINE JOHNSON Commissioner: DUSTIN HARDY
ELIZA ROSE WHATCOTT, Petitioner, and TYLER BLAINE WHATCOTT, Respondent.	

This Court having reviewed the parties' Stipulation and Settlement Agreement, and

having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing, now therefore:

IT IS HEREBY ORDERED, as follows:

PARENT TIME

1. **Physical Custody.** The parties are awarded joint physical custody of their child and will exercise parent time on a 50-50 basis. The schedule will be as the parties agree. If they cannot agree, they will use the following “2-2-5” schedule:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	
Week 1	Tyler	Tyler	Eliza	Eliza	Eliza	Eliza	Eliza	
Week 2	Tyler	Tyler	Eliza	Eliza	Tyler	Tyler	Tyler	
Week 3	Tyler	Tyler	Eliza	Eliza	Eliza	Eliza	Eliza	
Week 4	Tyler	Tyler	Eliza	Eliza	Tyler	Tyler	Tyler	

2. **Right of First Refusal.** If one party is unable to provide direct care for the children for a period of overnight or longer, they should contact the other party and give them the first option of watching the children until the first party is available again. The party exercising the right of first refusal should pick up and drop off the children, unless the parties mutually agree otherwise.
3. **Transportation.** The parties will utilize school-to-school exchanges when school is in session. When school is not in session, the parent who is beginning their parent time will pick up from the other parent’s residence, unless they agree otherwise in writing.

4. **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 reasonable time.
5. **Summer Time.** Each party may claim two weeks of uninterrupted parent time each summer. On odd years, Father will elect first. On even years, Mother will elect first. The party who is electing first should provide notice of their preferred dates by April 1st of each year. The other parent should then provide notice of their preferred dates by April 15th. The two week blocks cannot conflict with the other party's holiday time, including July 4th or July 24th.
6. **Holidays.** The holidays shall be divided as the parties agree. If the parties cannot agree, the schedule will be according to Utah Code §81-9-303, except that Tyler should have every Memorial Day weekend and Eliza should have every Labor Day weekend. Eliza shall be designated the 'custodial parent' for purposes of the holiday rotation.
7. **Special Events.** Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the

life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

8. **Relocation.** The parties will be bound by Utah Code §81-9-209. If either party intends to move more than 15 miles (measured by straight line, not by Google maps or road distance) from Art City Elementary School, the parties should convene to discuss a parent time schedule that will be in the best interest of the children. If they cannot agree, they should attend mediation on the matter. If they still cannot agree, they should bring the matter before the Court.
9. **Legal Custody.** The parties shall have joint legal custody.

PARENTING PLAN

10. **Access to Records.** Both parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.
11. **Day to Day Decisions.** 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. Church attendance should be considered a day-to-day activity.
12. **Major Decisions.** The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If the parties cannot agree on a major decision, they will consult with a professional in the field and seek their recommendation. If the parties still cannot agree, they will attempt mediation. If mediation is not successful, either side may petition the courts to render a decision.

13. **Extracurricular Activities.** If parents wish to enroll children in an activity that will fall on the other parent's parent time, parents must first come to a mutual agreement in writing about children's participation in that activity.
14. **School Communication.** If the children's school requires a primary contact or a primary address, Eliza's contact information and physical address should be used.
15. **Church Records.** The children's church records shall be kept in Eliza's ward.
16. **Church Ordinances.** Both parents should be involved in every decision related to the children's ordinances or ordinations, including:
- a. The date for any necessary interviews. If possible, parents will work together to facilitate interviews in Eliza's ward for baptism and Tyler's ward for Aaronic Priesthood ordination. For all subsequent ordinances or ordinations, if possible, parents will allow each child to choose where they will be interviewed.
 - b. The date, time, and location for ordinances or ordinations.
 - c. The program for baptism, including speakers, musical numbers, prayers, and witnesses.
17. **Therapy.** The parties should discuss and agree on any therapy or mental healthcare treatment prior to engaging the child with a therapist.
18. **Notification of Children's Events.** Both parents should have access to information and should not require the other parent to notify them of information that they may obtain through their own reasonable efforts.

- a. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.
- b. When one parent receives communication about an event, activity, or appointment pertaining to the children that is planned by a third-party organization, including medical appointments, and there is a reasonable belief that the other parent does not yet have access to this information, the first parent shall share the information with the second parent, by, for example, forwarding an email or text.
- c. Notification requirements do not apply to church-sponsored events except if these will fall on the other parent's parent time, in which case parents should discuss arrangements for children to attend as possible.
- d. Whenever a parent contact is requested for any purpose for the children, the first-signing parent should, whenever possible, add the second parent as a parent contact. If adding the second parent is not possible, the first parent should, as soon as possible, share with the second parent the contact information for the person or program requesting the parent contact.

19. **Travel.** When the children travel with either parent out of state and will be away for at least one night, the following should be provided to the other parent at least 24 hours prior to departure:

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

20. **Communication.** The parties will discuss all parenting concerns directly and will not use their children to deliver messages. The parties will be civil with one another. Any agreements between the parties should be in writing so as to create a clear record of the decision.

21. **Mutual Restraining.** The parties shall not make disparaging remarks to one another or to their children about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

22. **Third Party Responsibility.** 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 child from such circumstances.

23. **Romantic Partners.** Neither party shall introduce the children to any new romantic partners unless they are in a stable, committed relationship for at least 3 months, unless the parties mutually agree otherwise.

CHILD SUPPORT AND EXPENSES

24. **Child Support.** Child Support shall be calculated as according to Utah Code §81-6-

107. Eliza works part time and has a gross monthly imputed income of \$2,990. Tyler works full time and has a gross monthly imputed income of \$11,916. Eliza has 183 overnights and Tyler has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Therefore, Tyler's monthly child support obligation to Eliza should be \$664 per month.

25. **Payments and Arrears.** Tyler should pay Eliza \$332 on July 20th, and this should satisfy his obligation for the month of July. Thereafter, child support shall be due in equal halves on the 5th and 20th of each month. The parties agree there are no arrears as of the signing of this agreement.

26. **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 written consent from the other parent shall be solely responsible for that expense.

27. **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. The parties agree that 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.

28. **Medical/Dental Expenses.** The parties shall provide health care coverage for the minor children pursuant to Utah Code §81-6-208. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with Utah Code. §81-6-208. Tyler currently provides said insurance.

- a. Each parent shall share equally the out-of-pocket costs 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 shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification.
- 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 of both parents, then each parent will cover the cost of their own plan.
- e. 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.

29. Division of Accounts. According to Utah Code §15-4-6.7 each party may elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.

30. **Childcare Expenses.** The parties shall adopt Utah Code §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. The payments shall be made to the providers directly when possible, if it is not possible then reimbursement shall be made within 30 days of the receipt.

31. **Children's Auto Insurance.** When the children reach driving age, the parties will equally share the expense of drivers education and agreed-upon auto insurance.

32. **Children's Cell Phones.** The parties will discuss when and what type of cell phones they should provide their children, and how and whether to share the expense, before either party provides cell phones.

33. **Dependency Exemption/Tax Credit.** The parties will share the dependency exemption/tax credit for the minor children.

- a. While there are two qualifying children, the parties will each receive one child as a dependency exemption/tax credit. Tyler will claim the older Child and Eliza will claim the younger child.
- b. When there is only one qualifying child, the parties will alternate claiming them. Tyler will claim them for even-numbered tax years and Eliza will claim them for odd-numbered tax years.
- c. The party who owes child support must be current by December 31 of the tax year in question in order to be eligible to claim for that year.

34. **Alimony.** The parties agree that Tyler should pay Eliza alimony in the amount of \$2,336 per month for a period of four years (48 months). In the event that Eliza

remarries, cohabitates with a romantic partner, or either party deceases, alimony should automatically terminate. Alimony payments should occur on the same schedule as child support payments, due in equal halves on the 5th and 20th of each month. For the month of July, 2026, Tyler should pay Eliza \$1,168, due on the 20th.

35. Health Insurance for Eliza. Until Eliza is removed from Tyler's health insurance plan, she should pay him \$170.17 per month for her portion of the plan. Alternatively, Tyler may deduct this amount from his alimony payments to Eliza.

36. Division of Finances. Any income, commissions, bonuses, or assets earned or received by either party after the signing of this Stipulation shall be the sole and separate property of the earning party, free and clear of any claim by the other.

PROPERTY AND ASSETS

37. Marital Home. The parties own a marital home and a condo that are currently in the closing process. When the sales close, the parties will use the proceeds to pay the realtor fees, closing costs, and retire the mortgages on both properties. Any remaining proceeds will be equally divided between the parties. The parties anticipate receiving approximately \$120,000 each from the proceeds. If there are capital gains taxes on the properties, the parties should pay the taxes equally.

38. Vehicles. Tyler will be awarded the 2012 Subaru Forester. Eliza will be awarded the 2006 Toyota Highlander. Both vehicles are paid off. The parties will sign any documents needed to facilitate the transfer of titles on the vehicles.

39. Retirement Accounts. The parties will divide their various retirement accounts as follows:

- a. Tyler 401k with Paychex Flex: Award to Tyler along with all funds
- b. Tyler Rollover IRA with Fidelity: Award to Tyler along with all funds.
- c. Tyler Roth IRA with Fidelity: Award to Tyler, and Tyler will transfer \$41,732.25 to Eliza. If a Qualified Domestic Relations Order is required to transfer the funds, Tyler should be responsible for coordinating the QDRO and the parties should equally share the cost. Tyler should initiate the transfer process within 7 days of the signing of this Stipulation.
- d. Eliza Roth IRA with Webull: Award to Eliza along with all funds
- e. Eliza 401k with DMBA: Award to Eliza along with all funds

40. Checking & Savings Accounts. The parties have various checking, savings, and credit accounts through Chase Bank, on which Tyler is the primary owner, as well as a trading account with Webull. Tyler will transfer \$2,765.27 to Eliza and then be awarded all of the accounts and their remaining balances. This will fully satisfy any interest Eliza has in these accounts. Tyler will be solely responsible for the credit balances on the credit accounts. Tyler should transfer the \$2,765.25 to Eliza within 7 days of the signing of this Stipulation.

41. Health Savings Account. Tyler should be awarded the Health Savings Account and its balance. He should transfer \$403 to Eliza to satisfy her interest in the account. This should be transferred to Eliza within 7 days of the signing of this Stipulation.

42. **Debts.** With the exception of the mortgage debt and the credit card debt described above, the parties have no shared marital debts. Any other debts not disclosed herein shall remain the property of the person whose name it is in. Both parties shall hold the other harmless from any penalties associated with such debts.
43. **Personal Property.** The parties have already divided their personal items of property and their marital items of property. Each party will keep the items currently in their possession. Eliza should be awarded the hand-crafted bassinet, with the understanding that it should stay in the family, i.e. the parties' children. If Eliza wishes to sell or get rid of the bassinet, she should give Tyler the first option of having it.
44. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.

OTHER

45. **Maiden Name.** Eliza should have the option of restoring her name to Eliza Rose Monson, should she so desire.
46. **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 should an emergency arise which would make formal negotiation not practical.

47. **Independent Advice of Counsel.** The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.
48. **Divorce Education.** The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.
49. **Drafting.** Both parties contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.
50. **Full Disclosure.** The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.
51. **Attorney's Fees and Costs.** Each party should be ordered to assume his or her own legal fees incurred in this action.
52. **Final Stipulation.** This Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous

oral or written agreements or matters outside of this Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this stipulation.

END OF ORDER

– Signature of Judge Appears at Top of First Page –

APPROVED AS TO FORM AND CONTENT:

/s/Eliza Rose Whatcott

ELIZA ROSE WHATCOTT,

Petitioner

*Signed by Robert M. Jepson with
written permission obtained on 9/1/2026*

/s/Tyler Blaine Whatcott

TYLER BLAINE WHATCOTT,

Respondent

*Signed by Robert M. Jepson with
written permission obtained on 9/1/2026*