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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH	
In the matter of the marriage of: ZACHARY KURTIS MOSS, Petitioner, and LAUREN MOSS, Respondent.	DECREE OF DIVORCE Civil No. 254402818 Judge Stack Commissioner Hardy

The Parties signed a Stipulation and Settlement Agreement (“Stipulation”) on the 31st day of July, 2026. The Court having reviewed the Petitioner’s Declaration of Jurisdiction and Grounds in support of the Decree of Divorce as well as the Stipulation on file herein, having previously entered its written findings of fact and conclusions of law, and for good cause otherwise appearing, does hereby **ORDER, ADJUDGE AND DECREE AS FOLLOWS:**

1. Decree of Divorce. That the bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a Decree of Divorce from each other, the same becoming final upon entry by the Court.

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 January 30, 2016 in West Jordan, Utah.

4. Grounds. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship. A decree of divorce should be granted on the basis of irreconcilable differences of the parties pursuant to Utah Code Ann. §81-4-405.

5. Children. The parties are the legal parents of the following children under Utah's Uniform Parentage Act, Utah Code 78B-15-101 *et seq.* This court has jurisdiction to determine the issues related to the children in this divorce action because the parties became the legal parents of the children prior to or during the time the parties were married. Pursuant to Rule 4-202.09 of the Utah Code of Judicial Administration the names and birth dates of the children are being submitted to the court on the NON-PUBLIC INFORMATION - MINORS form. The initials, birth month and birth year of each child are:

<i>Child's Initials</i>	<i>Birth Month and Year</i>
C.M.	January 2017
L.M.	November 2018

6. Uniform Child Custody Jurisdiction and Enforcement Act. Pursuant to Utah Code 78B-13-101 *et seq.*, Utah has jurisdiction over the custody and parent-time issues in this case, pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) because Utah is the home state of the parties' minor children or Utah was the home state of the minor children six (6) months prior to the commencement of the proceeding, and/or this case meets the criteria under Utah Code 78B-13-201(1), 207, and 208.

7. Children – Rule 100. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. §78B-13-101 *et seq.* and The Uniform Interstate Family Support Act, Utah Code Ann. §78B-14-101 *et seq.*, the Petitioner states upon information and belief that:

a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor children which have been filed, or are pending, or have been completed with an order.

b. The parties are unaware of any criminal, delinquency, or protective order cases involving a party or the parties' children.

c. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor children and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the children.

PARENTING PLAN

Joint Physical Custody / Parent-time

8. Custody. The Parties are awarded joint physical and legal custody of their minor children, as set forth herein.

9. Parent-time. 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:

	<i>Mon</i>	<i>Tues</i>	<i>Wed</i>	<i>Thurs</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
<i>Week 1</i>	Mother	Mother	Mother	Mother	Mother	Mother	Mother
<i>Week 2</i>	Father	Father	Father	Father	Father	Father	Father

a. Parent time shall be pursuant to Utah Code 81-9-305. The parties shall exercise 50/50 physical custody, such that each parent receives one week with the exchanges occurring on Sunday's at 7:00 p.m.

10. Extended Parent-time. During the summer, each party will receive two (2) uninterrupted weeks of parent-time. Notification shall be pursuant to Utah Code §81-9-303.

11. Holidays. The parties should exercise holiday parent time as they can agree, but in the event they cannot agree, they should follow Utah Code §81-9-303 with Mother acting as the "Custodial Parent" and Father acting as the "Noncustodial Parent" for interpreting the statute, as follows:

HOLIDAY	ODD YEARS	EVEN YEARS
Day of Child's Birthday: (1) Holiday begins at 3 p.m or when school is regularly dismissed. (2) Holiday ends with drop off to school or daycare the following day or at 8:00 a.m. A parent exercising parent-time for the child's birthday may bring other child along for the child's birthday	Mother	Father

Day Before or After Child's Birthday: (1) Holiday begins at 3 p.m or when school is regularly dismissed. (2) Holiday ends with drop off to school or daycare the following day or at 8:00 a.m. A parent exercising parent-time for the child's birthday may bring other child along for the child's birthday	Father	Mother
Martin Luther King weekend (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Father	Mother
President's Day weekend (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.; or (b) at 8 a.m. on the day following President's Day if there is no school.	Mother	Father
Spring Break (1) Holiday begins after school on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Father	Mother
Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Mother	Father
July 4 holiday (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Father	Mother
July 24 holiday (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Mother	Father
Labor Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Father	Mother
Fall Break (1) Holiday begins after school on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Father	Mother

Halloween (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 9 a.m.. if there is no school. (2) Holiday ends with drop off to school or daycare the following day or at 8:00 a.m.	Mother	Father
Thanksgiving (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Mother	Father
Winter Break (First Half) (1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Father	Mother
Winter Break (Second Half) (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break..	Mother	Father
Mother's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends with drop off to school or daycare Monday morning or at 8:00 a.m.	Mother	Mother
Father's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends with drop off to school or daycare Monday morning or at 8:00 a.m.	Father	Father

Joint Legal Custody

12. Joint Legal Custody. The parties shall share joint legal custody of the children.
 - a) With respect to minor day-to-day decisions, the parent in charge of the children during his or her designated parent-time shall have the right to make all such day-to-day decisions regarding the care of the child without consulting with the other parent. As pertaining to the day-to-day decisions, the

parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the children, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve.

- b) With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties shall confer and work together in good faith to reach joint decisions regarding these matters. Should a dispute arise relating to these matters (i.e. the health, education, or religion of the children, the parties shall adhere to the following dispute resolution procedure:
 - i. Notice: The parties shall notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.
 - ii. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.
 - iii. Discussion: The parties shall then discuss the matter in good faith and take into account one another's full point of view regarding the matter.

- iv. Consultation: If a decision cannot be reached after consulting in good faith, the parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.
 - v. Mediation: If a decision still cannot be reached, the parties shall promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50.
 - vi. Court Review: If the parties still cannot agree either party may bring the issue before the court.
 - vii. No Undue Delay: Neither party shall cause any undue delay in utilizing this decision-making process and shall pursue the speedy resolution of all disputes.
- c) Right to Other Relief: In addition, this process shall not be interpreted to deny either party the right to seek urgent or emergency relief from the Court

13. School. The parties agree that the children shall attend school Jordan Hills Elementary School or Copper Canyon Elementary School and all feeder schools so long as one of the parents lives within 10 miles (as the crow flies) of the children's school. If both parties are out of the above described area, if the parties cannot agree on a school for the children the parties shall follow the dispute resolution process.

Communication

14. Communication. The parties will discuss all parenting concerns via e-mail or text and will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

15. 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 virtual parent-time. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

Miscellaneous Parenting Provisions

16. Relocation. If either party moves more than 40 miles from the children's school, the parties will be bound by the 60-day notice requirements of Utah Code §81-9-209.

17. Travel. When the children travel with either parent overnight, all of the following will be provided to the other parent:

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

18. Change of Contact Information. Each party shall provide the other with a current address, telephone number, and/or email address within 24 hours of any change.

19. 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. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in.

20. 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.

21. Mutual Restraining.

a. Both of the parties are permanently enjoined from saying or doing anything in the presence of the minor children of the parties (or in such a manner that the children may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format) to convey any negative information, beliefs, feelings, etc. regarding the other parent, or doing or saying anything that would, in any way, harm the relationship between the children and the other parent; both parents are ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and the children.

b. The parties are further enjoined from discussing custody or this divorce action with the children in any way or in such a manner that the children may become aware of

the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.

c. 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.

d. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove the children from any situation in which the other parent is being disparaged in any way.

22. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers for the child when the parent is available and in town shall not trigger the first right of refusal.

23. Limitations. The people in the respective households and the parties will not use illegal drugs, or alcohol while they are exercising parent-time.

24. 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.

25. 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 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.

26. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any required 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 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.

27. Curbside Transportation for the Children. The parties will utilize school-to-school or childcare exchanges when possible. If school to school exchanges are not possible, the receiving parent will provide the transportation unless otherwise mutually agreed upon.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

28. Child Support. Child Support shall be calculated as according to Utah Code Ann. §81-6-107 et seq. The Mother's gross monthly imputed income is \$3,000.00 per month. The Father's gross monthly income is \$6,045.00 per month. The Mother has 183 overnights and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Father's child support obligation should be \$252.00 per month this takes into account child support that Father is paying for his other child. 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. Payment shall be made by direct deposit to Mother's bank.

29. Medical/Dental Expenses. 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 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 will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should 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. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

f. A parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

30. 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. The parties shall pay the childcare directly if possible or reimburse the other party within 30 days.

31. Dependency Exemption. The parties will share the dependency exemption for the minor children as follows:

a. While there are two minor children, the parties will each receive one child as a dependency exemption. Mother will claim the oldest child and Father will claim the youngest child.

b. When there is only one minor child, the parties will alternate the dependency exemption for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption for odd-numbered tax years, and the Father will claim the minor child as a dependency exemption for even-numbered tax years.

c. Father is entitled to claim the dependency exemptions indicated herein as long as he is current on his child support obligation by December 31st of any tax year.

32. Taxes. The parties will file separate tax returns for 2026.

33. Real Property. The marital property is awarded to Father with all debts and liabilities, and shall have sole use and possession of the home. Father shall hold the other party harmless on all debts and liabilities associated with the home. Father shall have 12 months of the date of this Stipulation to pay Mother the amount of \$65,000 for her equitable share of the home. In the event that Father is unable to pay Mother the \$65,000 within 12 months, the parties agree to immediately put the home for sale. Father will pick three names and Mother will choose one name from the three. If the home is sold, each party shall receive $\frac{1}{2}$ of the resulting sale proceeds. The parties shall follow the recommendation of the realtor. Mother's equity, regardless of whether it is paid as a result of a payout or home sale, shall be reduced by \$3,500.00 for the offset of the parties' vehicles. Father shall not encumber the property unless it is to pay Mother

her portion of the equity. Father shall not rent the home unless he pays Mother's portion of equity to her first.

34. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should 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>
2019 Volkswagen Tiguan	Mother
2024 Chevy Equinox EV	Father
Both parties shall get their own personal belongings and affects, as well as separate property.	

a. Other items of marital property 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.

b. Mother shall refinance to remove Father from the loan and title on the Tiguan within 60 days from the date of this agreement. Until the car is refinanced Father shall make the payments on the car and reduce the amount from his alimony and child support payments.

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

<i>Debt Description:</i>	<i>Obligation of:</i>
Discover Card	Father
Father's debt	Father

Mother's debt	Mother
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a. Accumulation of Debt. Neither party will 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. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should 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.

36. Checking and Saving Accounts.

a. All monies in the money market account through Mountain America ending in 4001-S0020 shall be divided. To that end, Father shall pay Mother \$5,500 for her portion of the parties savings account within 10 days of the date of this agreement.

b. Each party will be awarded monies in their own separate checking and savings accounts.

37. Retirement Accounts. The parties shall equally divide the marital portion of Father's pension, with each receiving $\frac{1}{2}$ of the marital portion as defined by the Woodward formula meaning $\frac{1}{2}$ of the marital portion from the date of marriage to the date of the entry of the Decree of Divorce. The parties shall equally split the cost associated with splitting the accounts, if any.

38. Name. Mother will have the option of restoring her name to Lauren Elizabeth Ekberg.

39. Alimony. Father shall pay Mother \$500.00 per month for a term of 5 years unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Equal payments will be made on the 5th and the 20th of each month. Alimony will commence on August 1, 2026. Payment shall be made by direct deposit.

40. 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.

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

42. Arrears. Neither party owes the other any arrears for any monies before July 31, 2026.

43. Hearing. The hearing scheduled in this case for August 7, 2026 shall be stricken.

END OF ORDER

****THE COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE****

APPROVED AS TO FORM:

/s/ Mark Wiser

Counsel for Respondent

*signed by Dustin D. Gibb with permission received via email

Date: September 1, 2026