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**IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH
137 North Freedom Blvd.
Provo, Utah 84601**

In the Matter of the Marriage of: DYLAN HANSEEN, Petitioner, and ASHLEY HANSEEN, Respondent.	DECREE OF DIVORCE Civil No. 244402307 Judge Thomas Low Commissioner Marla Snow
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The above captioned matter comes before the court for disposition following a three day trial May 29 and June 1-2, 2026. Petitioner Dylan Hanseen was present and represented by counsel Malisa Whiting. Respondent Ashley Hanseen was present and represented by counsel Grant Dickinson. The Court having made its Findings of Fact and Conclusions of Law and having been fully informed on the premises, ORDERS, ADJUDGES and DECREES as follows:

1. The parties are awarded a divorce based on irreconcilable differences.

CHILDREN

2. Three minor children were born as issue of the marriage: D.H., born December 2011; Da.H., born March 2015; and Dr.H. born March 2017. Ashley is not pregnant, and no other children are expected.
3. Utah is the home state of the minor children. The Court has jurisdiction to make

child-custody and parent-time determinations for the minor children.

4. There are no proceedings pending in juvenile court for custody of the minor children under Rule 100 of the Utah Rules of Civil Procedure.

Joint Legal and Joint Physical Custody and Parenting Plan

5. The parties shall be awarded joint legal custody and joint physical custody of the minor children, subject to the Parenting Plan entered with the Decree.

6. Day-to-day decisions regarding the care, control, and discipline of the children shall be made by the parent with whom the child is residing at the time.

7. For major decisions regarding medical, education and religious matters, the parties shall have a meaningful discussion. If the parties disagree, they shall first consult with an appropriate professional or relevant individual, including a doctor, teacher, therapist, coach, or other appropriate person. If the parties still cannot agree after consultation and discussion, the parties shall follow the recommendation of the professional. If a parent does not agree with the professional's recommendation, that party may file a motion to bring the matter before the court. Unless otherwise ordered, neither party shall have final decision-making authority when the parties cannot agree.

8. If either parent desires a second opinion, the parties will cooperate to obtain that second opinion, however the parent requesting the second opinion shall be fully responsible for the out-of-pocket expenses associated with obtaining a second opinion.

9. Both parties are permitted to engage in all appointments for the children, however the parties will use best efforts to alternate taking children to therapy and routine appointments.

Following any appointment, the parent in attendance will provide an update regarding the appointment to the parent unable to attend an appointment.

10. School enrollment shall be based on the parties' Vineyard home and Ashley shall be designated as the residential parent for school purposes to preserve school stability for the children. If Ashley moves outside the boundaries of the school, it may, but not necessarily, be considered a substantial change in circumstances.

11. Either parent may make emergency decisions regarding the health and safety of the children. A parent making an emergency decision shall notify the other parent immediately or as soon as reasonably able.

12. The children shall attend school each day. The children shall not miss more than four days of school unrelated to sickness without agreement of the parties.

13. Parent-time shall be as the parties may agree in writing. If the parties cannot agree, parent-time shall follow the joint physical custody schedule under Utah Code section 81-9-305, alternating week-on, week-off with exchanges occurring on Mondays. Unless otherwise agreed, the party beginning parent-time shall be responsible for picking up the children from school or from the other parent's residence. When there is no school, exchanges shall occur at 8:00 a.m. A stepparent, grandparent, or other responsible adult designated by the receiving parent may pick up the children so long as the other parent is aware of the identity of the individual.

14. Holidays shall be as the parties may agree. If the parties cannot agree, the parties shall follow the holiday schedule outlined in Utah Code section 81-9-302, with the modifications contained in the Parenting Plan. Dylan shall be designated the noncustodial parent for

holiday-designation purposes only.

Holiday and Time Period	Custodial Parent	Noncustodial Parent
Dr. Martin Luther King Jr. 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 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.	Even Years	Odd Years
President's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Odd Years	Even Years
Spring Break (1) Holiday begins the day school is released for spring break at: (a) the time that school is regularly dismissed; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends (a) upon delivery of 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.	Even Years	Odd Years
Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends	Odd Years	Even Years

(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's Day (1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years if custodial parent is the mother	All years if noncustodial parent is the mother
Father's Day (1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if custodial parent is the father	All years if noncustodial parent is the father
Juneteenth National Freedom Day (1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Odd Years	Even Years
Independence Day (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Even Years	Odd Years
Pioneer Day (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Odd Years	Even Years
Labor Day (1) Holiday begins on 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 Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Even Years	Odd Years
Columbus Day (1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Odd Years	Even Years
Fall Break (1) Holiday begins on the day school is dismissed for fall break at (a) the time that school is regularly dismissed; or (b) 6 p.m. at the election of the parent granted the holiday.	Even Years	Odd Years

(2) Holiday ends (a) upon delivering the child to school on the day following the end of Fall Break; or (b) at 8 a.m. on the day following the end of Fall Break if there is no school.		
Halloween (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Odd Years	Even Years
Veterans Day (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Even Years	Odd Years
Thanksgiving (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends (a) upon delivering of the child to school on Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Odd Years	Even Years
Winter Break (First Half) (1) Holiday begins at: (a) 6 p.m. on the day on 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.	Even Years	Odd Years
Winter Break (Second Half) (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Odd Years	Even Years
Day of Child's Birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years
Day Before or After Child's Birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years

15. Any subsequent changes to the holiday time by the statute shall not affect the parties' holiday time, unless agreed upon by the parties in writing.

Summer Parent-Time

16. Each party is entitled to two weeks of extended parent-time with the children, which shall be consecutive, when school is not in session. If possible, the parties shall work with each other to schedule their summer parent-time. If no agreement is reached, the summer parent-time for the parties will occur back-to-back. In odd years, Dylan shall designate the 4-week block of extended parent-time for the parties. In even years, Ashley shall designate the 4-week block of extended parent-time for the parties. A party designating the 4-week block shall do so no later than May 1st. In addition, the 4-week block shall not be scheduled in a manner that results in either party having the children for more than 14 days in a row.

17. Neither party will exercise extended summer parent-time during 2026

Parent-Time Priority

18. If a parent-time schedule conflict arises as a result of holiday or extended parent-time the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- a. The holiday schedule for Mother's Day or Father's Day;
- b. The holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time or holiday time and takes the child away from the parent's residence during the uninterrupted extended parent-time or holiday;

- c. The holiday schedule for any holiday in the above table that is not Mother's Day, Father's Day, or the child's birthday;
- d. Extended summer parent-time;
- e. The regular schedule for weekday or weekend parent-time.

Right of First Refusal

19. If a parent will be away from the children for a period of 6 hours or more, they shall offer the other parent the opportunity to care for the children. A parent choosing to provide care will provide all transportation in connection with this right and will ensure the children are returned at the time specified by the other parent.

Alcohol Testing

20. Neither party shall consume alcohol within 12 hours prior to the start of parent-time or during their parent-time with the children.

21. Each party shall purchase an alcohol breathalyzer for use under the parenting orders. Within three hours before and during a parent's time with the children and up to once per day, either party may request that the other party submit to breath alcohol testing.

22. Upon receipt of a testing request, the requested party shall have two hours to complete and provide to the other parent a continuous video showing the requested party completing the test and showing the result.

23. If the result is 0.00, the requesting party shall remit \$100.00 to the testing party within thirty (30) days of the completed test. If the test is positive, the testing parent shall forfeit that parent-time period. Parent-time may resume for the following scheduled parent-time period if the

testing party provides a clean test before that following parent-time period.

24. If video messaging is not available, the testing party will complete the continuous video and send it when messaging becomes available. While awaiting sufficient coverage or bandwidth to transmit the video, the testing parent shall provide a photograph of the breathalyzer result *within two hours of the request, with the continuous video to follow* as soon as reasonably practicable.

25. Prior to leaving a service area (for camping or other activities) the parent will provide notice of times when they will be out of services range and unable to test.

Communications with Children

26. Both parents shall allow communication between the children and the other parent at reasonable hours and for reasonable duration. Parent initiated contact shall not be initiated after 9 p.m. but a child has no such restriction when reaching out to a parent.

27. Neither parent will restrict the children from playing video games with the other parent, so long as the children are permitted to be engaged in playing video games. The parties will respect the other parent's rules regarding video game usage.

28. The parties shall make efforts within 30 days to give both parties full/equal access to the children's cell phones and transfer them to their own phone plan. Ashley represented that the children's phones may may not be transferable until the phones are fully paid off. If not otherwise paid off sooner, the children shall be on their own cell phone plan no later than September 2027.

29. Ashley shall cooperate in removing the "zombie" children accounts from Dylan's family

plan by providing the necessary verification code so that the children's new accounts may be added to Dylan's Apple family.

Each parent will honor and follow the reasonable requests of the other parent regarding contact during their respective parent-time.

Information Sharing

30. Both parents shall keep the other informed of residence address, home, work, and cell phone numbers, email addresses, and other important contact information, including how to be reached in an emergency. A parent changing contact information shall notify the other parent in writing within 24 hours of the change. Both parents shall also provide their contact information to all third parties who are important in the children's life, such as day care providers, educators, doctors, dentists, and both parents shall be listed as emergency contacts with those providers.

31. Both parents shall have access to all records of the children including, but not limited to, school, medical, dental, psychological and phone records, and this Parenting Plan shall constitute a release to allow each parent access to all records of the children. The parents will make arrangements with the minor children's schools for each parent to receive a copy of the children's report cards, school calendars, etc.

32. Unless each parent has independent access to this information, each parent should share with the other all schoolwork, report cards, school pictures, and other information relating to the schooling and extracurricular activities of the minor children. Further, unless each parent has independent access to this information, each parent should 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 their children.

Behavior of the Parents

33. Both parents shall engage in civil communication and adopt a method of communication such as telephone, text, email, co-parenting apps, etc. to discuss matters relating to the minor children with each other only and shall avoid using the minor children to relay messages or information. The parties shall primarily communicate via text and email unless there is an emergency or the parties agree to direct communication.

34. Both parents are restrained from making insulting, harmful or disparaging remarks about the other parent, their extended family, including significant others, stepchildren, etc. while in the presence of the minor children or on social media platforms and shall proactively restrain third parties from doing so.

35. Both parents should 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 should respect the children's rights to have a meaningful bond with each parent, stepparents, and other relatives.

Respect and Cooperation

36. Both parents shall recognize that the best interest of the children requires them to cooperate and treat each other with dignity and respect, especially in the presence of the children. Both parents shall encourage affection and promote respect toward the other parent.

37. Both parents shall share information on any condition, problem, significant fact, or circumstance, which may affect the other parent's relationship with a child or the well-being of a child.

38. The parties shall build a co-parenting relationship filled with trust and respect.

39. The parties shall start over and recommit to this Parenting Plan when one or both neglect a provision in this plan.

Extended Overnight Trips

40. Both parties shall notify the other whenever a child travels on any overnight trip exceeding one (1) night. The traveling party shall provide an itinerary of travel dates; destinations (city & state); and a way the child or traveling parent can be reached. The traveling party shall get the other's permission should this trip interfere with the parent-time schedule.

School Functions and Extracurricular Activities

41. Both parties shall be entitled to participate in all extracurricular and school functions the children attend.

42. Unless both parties receive notice, the parties shall keep each other informed of any extracurricular activities the children are involved in and notify the other parent of any special events or ceremonies for a child within 24 hours of receiving notice of the same.

Parent-Time Respect

43. Both parents shall comply with the parent-time schedules unless they mutually agree to alter the schedules in writing. If either parent wrongfully denies parent-time as set forth herein without agreement by the other party, that parent will pay all costs associated with mediation or

litigation associated with resolving the violation to ensure future compliance.

44. Notwithstanding the above provision, both parents should be flexible in making temporary adjustments in their parent-time schedules for unexpected situations. The parent seeking an adjustment shall give the other parent as much advance notice as possible (at least 24 hours except in an emergency). The other party shall use his or her discretion in allowing for an adjustment, but not unreasonably refuse.

45. Both parents should give special consideration 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 parent-time schedules.

46. The parties shall notify the other when a child is ill. Prior to the exchange of the child who is ill, the parties shall discuss regular parent-time and shall reasonably accommodate the sick child. If the parties cannot agree, regular parent-time shall not be affected. A parent shall not use the child's illness to frustrate parent-time.

47. Neither parent should schedule or promote to a child events or activities that fall on the other parent's parent-time without first obtaining permission from that parent in the following manner: The requesting parent will notify the other parent of the event or activity and discuss with them the benefits of the child's attendance prior to discussing it with the child. If the other parent has something scheduled or decides that the child cannot participate in the event or activity for any reason, the requesting parent will abide by that decision and not attempt to influence the other parent through the child.

48. Both parents should have access to the children during school and authority to check the children out of school. This does not permit a parent to check a child out of school during another parent's parent-time to go to lunch or other activity without the express permission of the parent whose parent-time it is.

49. Regular school hours may not be interrupted for school-aged children for the exercise of parent-time by either parent unless agreed to in writing.

50. Both parents should have the children ready for transfers at the appointed time. If a parent is unable to transfer a child because of unforeseen circumstances, that parent should immediately notify the other parent and attempt to make mutually agreeable alternate arrangements. If a parent is more than 20 minutes late for a transfer, the other parent is not required to wait, and it is up to the parent who cannot comply with the appointed transfer to make alternate arrangements.

Non-interference with the Parties' Personal Lives

51. Each party shall be completely free from the interference, authority, and control of the other party, except as impacts the care of the child, as set forth in this Decree.

52. Each party shall have the right to conduct his or her social life and business affairs as he or she sees fit without interference or comment from the other party.

Relocation of a Parent

53. If either party moves 20 miles away from the other parent, the parties shall discuss if the current parent-time schedule is still feasible and attempt to mediate a new schedule if necessary. As each party seeks a new residence following divorce, the parties shall live within 20 driving miles of the marital home in Vineyard to promote the children's attendance at their current

schools.

Adjustments or Modifications

54. All permanent adjustments or modifications to this Parenting Plan shall be made in writing, signed by both parties, and filed with the Court. Temporary or minor changes can be made whenever the parties agree.

Failure to Comply

55. If a parent fails to comply with any of the provisions under this Parent-Time Section, the other parent's obligations under said section are not affected. Intentional denial of parent-time may be grounds to change custody at any court proceeding.

CHILD SUPPORT AND EXPENSES

56. For the period of January 2025 through May 2026, Father shall owe child support consistent with Father's gross monthly income of \$6,755.00, Mother's gross monthly income of \$2,769.00, three children, and the joint physical custody worksheet with Mother exercising 183 overnights and Father exercising 182 overnights. Based on these calculations, Father should have paid \$405 per month during the separation period and based on the period of 17 months Father owes \$6885.00 in unpaid child support which will be an offset on any debt Mother owes to him at any true-up payment.

57. Beginning June 1, 2026, child support shall be calculated under the joint physical custody worksheet consistent with the parties' incomes and overnights adopted by the Court and any worksheet attached to the Decree.

58. Beginning June 1, 2026, Dylan's income for child support purposes is \$7,228 per month.

59. Beginning June 1, 2026, Ashley's income for child support purposes is imputed at \$6,200 per month.

60. Based on the current calculation for three children, with Mother exercising 183 overnights and Father exercising 182 overnights, Dylan shall pay \$109 per month in child support. At the time there are only two qualifying children, child support shall become \$96. At the time there is only one qualifying child, child support shall become \$59. Pursuant to Utah Code §81-7-102, child support shall be due on the 1st of each month with one half paid on or before the 5th and the other half paid on or before the 20th of each month.

61. Child support shall continue until a minor child reaches the age of eighteen (18) or graduates from high school during their normal and expected graduating class, whichever occurs later or if a child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated.

62. Pursuant to Utah Code § 81-6-212(4) & (5), any child support order may be adjusted by motion when the most recent Child Support Order is older than three (3) years and by petition when the most recent Child Support Order is less than three (3) years old.

Medical Insurance and Expenses

63. Pursuant to Utah Code Ann. § 81-6-208, the parties shall jointly provide and maintain health/medical insurance for the benefit of the children. Should one party obtain health/medical insurance through their employment or other business undertakings, the other party shall be liable for the payment of one-half of the cost of said insurance for the children's portion of that

insurance. The children's portion shall be determined on a pro rata share of the premium actually paid by a parent. If the children are covered by both parents, they will each pay their own insurance costs.

64. If the children are covered by the insurance of both parents, Father's insurance shall be designated as primary and Mother's insurance shall be designated as secondary unless the parties agree otherwise.

65. The parties shall share equally all reasonable and necessary uninsured medical, dental, orthodontic, and optical expenses, including deductibles and co-payments, incurred for a minor child and actually paid by the parties.

66. The parent who incurs reasonable or necessary medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment.

67. The parent who incurs medical expenses may be denied the right to receive credit for the expenses, or to recover the other parent's share of the expenses, if that parent fails to provide written verification and payment within thirty (30) days of payment.

68. The parent who incurs the medical expenses shall be reimbursed within thirty (30) days of the verification of the cost and payment to the other parent.

69. The parties shall cooperate in exchanging all claim forms and statements to coordinate the payment of all medical and dental expenses, as set forth herein.

70. The parent who maintains health insurance shall provide verification of coverage to the other parent, upon initial enrollment of the child, and thereafter on or before January 2nd of each

calendar year.

71. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

Childcare Expenses

72. Based on the age of the children and the equal division of parent-time, each party should be fully responsible for any costs associated with utilizing childcare services during their respective parent-time.

73. Nonetheless, the parties should keep the other informed of the name and contact information for any third party providing work related care for the children during their parent-time.

Additional Expenses

74. The parties shall split all required school fees equally. This does not include co-curricular fees without written agreement.

75. The parties shall equally share in the cost of any extracurricular activities of a child so long as they are mutually agreed upon, in writing, before an expense is incurred.

76. Neither party shall register a child for an activity that is on the parent's parent-time without the express permission of the other parent.

77. All reimbursement requests should be made within 30 days of making payment and all reimbursements should be provided within 30 days of the receiving the request.

Taxes

78. The parties will file a joint federal and state income-tax return for tax year 2025 and will

equally divide any refund or liability, unless otherwise agreed in writing.

79. Beginning with tax year 2026 and moving forward the parties will share claiming the children on their taxes for all child related credits, exemptions, benefits, etc.

80. The parties will follow the below table for claiming the children:

	DH	Da.H	Dr.H
2026	Ashley	Dylan	Dylan
2027	Ashley	Dylan	Ashley
2028	Ashley	Dylan	Dylan
2029		Dylan	Ashley
2030		Ashley	Dylan
2031		Dylan	Ashley
2032		Ashley	Dylan
2033			Ashley
2034			Dylan

FINANCIAL ACCOUNTS

81. The children's Mountain America Credit Union accounts shall remain accounts for the children. Ashley may manage those accounts for the children, and funds in those accounts shall be used for the children's benefit.

82. Each party is awarded their own separate bank account free and clear of any claim of the other party.

83. Dylan is awarded the HSA as his separate account free and clear of any claim from Ashley, except as outlined in the reimbursement section below.

84. The parties shall equally share the ongoing monthly cost of the internet beginning June 1, 2026.

85. Beginning June 1, 2026, MACU Visa Joint Acct #3484 shall be divided equally between the parties, with each party paying one-half of the minimum payment each month until the balance is paid off with proceeds from the sale of either property.

86. Beginning June 1, 2026, Costco Citi Visa Acct #5121 shall be divided equally between the parties, with each party paying one-half of the minimum payment each month until the balance is paid off with proceeds from the sale of either property.

87. Ashley's student loan shall be Ashley's sole responsibility.

88. Dylan's separate MACU Visa Acct #6778 shall have the marital portion (\$12,127.95) divided equally between the parties. Beginning June 1, 2026, each party shall pay one-half of the minimum payment each month until the balance is paid off with proceeds from the sale of the home or until the marital portion is paid in full. The parties shall document the remaining marital portion at the time either property is sold. The remaining balance of the credit card shall be Dylan's sole responsibility.

89. Dylan's separate Scheel's credit card shall be his sole responsibility.

90. Ashley's separate AFCU credit card shall be her sole responsibility.

91. Beginning June 1, 2026, 401k loan on fence shall be divided equally between the parties, with each party paying one-half of the minimum payment each month until the balance is paid off with proceeds from the sale of either property.

92. Beginning June 1, 2026, HELOC shall be divided equally between the parties with payment coming from rental proceeds as outlined above.

93. Beginning June 1, 2026, mortgages on both properties shall be divided equally between

the parties with payment from rental proceeds as outlined above.

94. Beginning June 1, 2026, HOA and utility costs for both properties shall be divided equally between the parties with payment from rental proceeds as outlined above.

95. Beginning June 1, 2026, Ashley is responsible for all her personal medical expenses and shall make payment arrangements for any payment plans that are currently charged to the parties' HSA account. Should any payments associated with Ashley's medical expenses be charged to the HSA account after June 1, 2026, Ashley shall reimburse Dylan for the same.

96. The debt associated with the children's cell phones shall be divided equally between the parties, with each party paying one-half of the minimum payment each month until the balance is paid off with proceeds from the sale of either property.

Reimbursements/Offsets

97. At the time of trial, Dylan provided an accounting of expenses through April 2026. He continued to make payments on joint expenses in the interim. Dylan shall file a separate affidavit regarding the additional expenses incurred through May 31, 2026 for reimbursement. The amounts outlined herein are based off the amounts identified at trial.

98. The Court finds Dylan is to be reimbursed $\frac{1}{2}$ of the following from the proceeds of the sale of the home:

\$6000 removed by Ashley from the HELOC = \$3000

\$2140 for the Cruise = \$1070

\$1700 Transfer to family member \$850

\$1500 Transfer to family member \$750

Total to be reimbursed to Dylan from these expenses \$5670

99. In addition, Dyland should be reimbursed one-half of the expenses from January 7, 2025 forward as listed in the applicable exhibit or accounting:

1/9/2025 \$50 Apple

1/9/2025 \$10.99 Apple

2/3/2025 \$52.35 Vons

2/3/2025 \$306.50 Cash Withdrawal

2/3/2025 \$250 Transfer to Annette Peterson

2/3/2025 \$375 Transfer to Hollie Thomas

2/3/2025 \$125 Transfer to Hollie Thomas

2/3/2025 \$51.40 Chevron

2/4/2025 \$39.36 McDonald's

2/4/2025 \$10.35 Starbucks

2/12/2025 \$1222.63 Transfer to Annette Peterson

2/28/2025 \$600 Moody Brown Law

3/19/2025 \$186.38 T Mobile

3/19/2025 \$19.69 T Mobile

Total from these expenses \$3299.65 one-half of which is ordered be to be reimbursed to

Dylan from Ashley \$1649.83

100. The joint MACU Visa account ending in 3484 shall be paid equally by the parties or satisfied from the proceeds of the first home sold, refinanced, or otherwise liquidated for

purposes of equalization. Dylan made payments of \$9,691.00 through April 8, 2026 to maintain the debt and shall be reimbursed for half of those payments. Total through April 8, 2026 = \$4,845.50 owed in reimbursement to Dylan from Ashley for Account 3484.

101. The Costco Visa joint account shall be paid equally by the parties or satisfied from the proceeds of the first home sold, refinanced, or otherwise liquidated for purposes of equalization. Dylan made payments of \$2,075.08 through April 8, 2026 to maintain the debt and shall be reimbursed for half of those payments. Total through April 8, 2026 = \$1,037.54 owed in reimbursement to Dylan from Ashley.

102. As to Dylan's MACU credit card held in his separate name, the marital balance as of January 7, 2025 was represented as \$12,127.95. Ashley shall be responsible for one-half of the marital portion of that balance (\$6063.98), subject to credit for payments made after January 7, 2025 that reduced the marital principal balance. Dylan shall provide an accounting of these payments.

103. The Court finds the rental expenses reasonable and supported by the testimony and evidence presented. Nothing in the rental-expense accounting appeared unreasonable. The parties shall equally divide or reimburse the rental expenses and proceeds as set forth in the Decree and equalization schedule. Through April 29, 2026, Dylan has expended \$7,458.00 to maintain the rental properties. This leaves the amount of \$3,729.50 owed to Dylan from Ashley.

104. The parties have an HSA account through Dylan's employment. The account balance at separation was represented as \$2,000.17 with an additional \$2,532.40 invested for a total value of \$4,532.57. Each party is awarded one-half of that separation-date balance. Any funds

remaining in the HSA account after accounting for Ashley's use of the account beyond her one-half share shall be awarded to Dylan. Ashley owes Dylan \$3,172.68 for expenses paid by the HSA account for her separate expenses and \$556.49 for her one-half share of the children's expenses paid by the HSA account through April 19, 2026.

105. Dylan is entitled to $\frac{1}{2}$ of the amounts deducted directly from his paycheck those amounts include the following:

Escalade \$7,875 through April 29, 2026

Health Insurance \$1,948.59 through April 29, 2026

Dental Insurance \$243.79 through April 29, 2026

401k Loan for Fence \$2,972.90 through April 29, 2026

Total for this portion of expenses \$13,040.28 or \$6,520.14 owed from Ashley to Dylan.

106. The parties were ordered to equally share the cost of car insurance. Ashley failed to pay for half of one month's car insurance payment in the amount \$219.00. Ashley owes Dylan \$109.50 for her share of the car insurance.

107. The parties are ordered to equally share in the cost of internet expenses. Dylan paid \$1,155.56 to maintain the internet through April 30, 2026. Ashley shall reimburse Dylan \$577.78.

108. The parties are ordered to equally share the cost of the Netflix payments. Dylan paid \$22.97 for the parties' Netflix subscription through April 30, 2026. Ashley shall reimburse Dylan \$11.49.

109. The parties are ordered to equally share the cost of the boat insurance. Dylan paid

\$106.41 to maintain the boat insurance through April 30, 2026. Ashley shall reimburse Dylan \$53.21.

110. Dylan purchased Christmas presents on his separate credit card in the amount of \$2,052.96. Dylan shall pay Ashley \$1,026.48 in connection with this expense.

111. In calculating the amounts owed by the parties to one another. Ashley owes \$5670
 $\$1649.83 + \$4845.50 + \$1037.54 + \$3729.50 + \$3172.68 + \$556.49 + \$6520.14 + \$109.50 +$
 $\$577.78 + \$11.49 + \$53.21 = \$27,933.66$

Dylan owes Ashley \$6885.00 for child support + \$1,026.48 = \$7,911.48.

Leaving the amount Ashley owes Dylan as \$20,022.18.

This owing amount should be paid to Dylan from Ashley's portion of the home sales.

112. The marital portions of the parties' pension benefits and other retirement accounts, including 457, IRA, RHS, 401(k), Roth, traditional, or similar retirement accounts, but not including the HSA investment account, shall be equally divided. The parties shall use offsets where practical to minimize the number of QDROs. Unless otherwise agreed, the parties shall use Rori Hendrix or another agreed QDRO attorney, and each party shall pay one-half of the QDRO fees.

113. Within sixty days after entry of the Decree, each party shall provide complete documentation for all retirement accounts subject to division.

PERSONAL PROPERTY

114. Car parts, the boat, the motorcycles, the trailer, the 4-wheelers, apple desktop, video games, video game consoles and the dog shall be included as personal property for purposes of

the personal-property division.

115. All personal property not otherwise specifically awarded shall be divided by alternate selection. The parties shall flip a coin to determine who chooses first and shall then alternate choosing property until all items subject to division have been divided.

116. If either party moves more than twenty miles from the Vineyard home, the parties shall attend mediation to determine whether the existing parent-time schedule remains feasible and whether a new schedule or other modifications are needed.

117. If the parties cannot reach an agreement in mediation, relocation of more than twenty miles from the Vineyard home [291 N. 220 W. Vineyard, Utah] shall constitute a material and substantial change in circumstances, and the relocating party shall file a Petition to Modify before implementing any permanent change that requires court approval.

Vehicles

118. Ashley shall be awarded the Cadillac Escalade and shall be solely responsible for all future payments, if any, associated with that vehicle beginning June 1, 2026.

119. Dylan shall be awarded the Honda Accord. Dylan's premarital Subaru shall be awarded to Dylan free and clear of any claim by Ashley, except that disputed car parts shall be treated as personal property subject to the alternate-selection process ordered above.

REAL PROPERTY

120. The parties acquired real property during the marriage, including the Vineyard property and the Pleasant Grove property.

121. Both properties shall be listed for sale with an agreed upon realtor. In the event the parties

cannot agree on list price, reasonable offers, reducing list price, etc. the realtor shall have tie breaking authority on decisions regarding the properties.

122. The parties have the right to purchase either property, but must purchase the property at market value in competition with any other potential buyers.

123. The mortgages and secured debts associated with the real properties shall be paid as part of the sale, refinance, or equalization process ordered in the Decree.

124. Both properties provide rental proceeds for the parties. The rental proceeds shall be utilized to pay the mortgages, HELOC, HOA and utilities. Any excess shall be reserved for the next month's expenses. Any deficit shall be equally paid by the parties beginning June 1, 2026.

125. Should any repairs be needed on the rental properties while awaiting sale of the property, the parties shall follow the recommendation of the realtor, but if either party cannot afford the repair, it will go undone.

ALIMONY

126. Both parties are capable of supporting themselves in their own households. Alimony has been waived. Neither party is awarded alimony now or in the future.

DISMISSAL OF PROTECTIVE ORDERS AND ENTRY OF ADDITIONAL RESTRAINING ORDERS

127. Mutual protective orders have been entered in case numbers 244402769 and 244402652. Consistent with Utah Code section 78B-7-605(3), the Court may dismiss the protective orders upon entry of the Decree if the statutory requirements are satisfied, with mutual restraining orders entered as part of the Decree or related orders.

128. The parties are mutually restrained from speaking derogatorily about the other parent to or in the presence of the children, speaking to the children about the issues in this case, or attempting to influence a child's preference regarding custody or parent-time which would tend to diminish the love and affection of the child for the other parent.

129. The parties are mutually restrained from harassing, annoying, threatening, intimidating, or otherwise bothering the other party.

130. The parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these Findings and the Decree. Each party has an affirmative duty to use his or her best efforts to prevent third parties from violating these restraints or to remove the children from those circumstances.

131. Neither party shall make parent-time arrangements through the children or use a minor child as a messenger.

132. Neither party shall use the other party's name, likeness, image, identification, or credit to obtain credit, open an account for service, acquire services, post to social media, or otherwise exploiting the other party's identity or financial standing.

133. The parties are restrained from making comments, posts, or sharing photographs about the other party or this litigation on social media platforms, including Facebook, Instagram, Snapchat, TikTok, or similar platforms.

134. Both parties are restrained from coming to the home, workplace, or any place where the other party is known to be present without the other party's express permission, except for prearranged parent-time exchanges, court proceedings, child-related events permitted by court

order, or other circumstances expressly allowed by the Decree.

135. Ashley is a nurse. Nothing in this Order prohibits or limits Dylan from seeking legitimate care at a hospital or other facility where Ashley may be found.

136. Nothing in this Order prohibits either party from attending court proceedings, mediation, child-related appointments, school events, medical appointments, exchanges or other events authorized by an existing court order, provided the party's conduct remains civil, non-threatening, and consistent with this Order.

137. Nothing in this Order prohibits either party, through counsel or as otherwise allowed by the Utah Rules of Civil Procedure, from serving pleadings, exchanging discovery, communicating about litigation, or complying with court orders. Any direct communication permitted by court order must be civil, limited to the necessary subject matter, and not harassing or threatening.

138. Any contempt issue not expressly granted by the Court is denied or reserved as stated on the record. Financial reimbursement and debt-allocation awards made in these Findings are not intended to constitute punitive contempt sanctions unless expressly stated by the Court.

CONTEMPT

139. Dylan brought a motion to enforce based on Ashley's on December 10, 2024 [DKT 50 & 51].

140. The court finds that there was a valid court order, Ashley was aware of the order, had the ability to comply with the order, and willfully refused to comply with the order as it relates to the allegations connected to her criminal charges, but not as it relates to the financial allegations.

141. Dylan is awarded his attorney fees in connection with that motion.

142. The Court permits Ashley to submit the briefing authorized on the record concerning the application of double jeopardy principles to the requested attorney-fee award. Any obligation to pay attorney fees arising from the conduct addressed by that briefing, and the amount of any such award, shall be determined by further order of the Court. No disputed attorney fee amount shall be distributed from the proceeds of the parties' properties before entry of that further order.

143. Upon Order, the attorney fees should be paid out of the proceeds of the sale of the properties.

Miscellaneous

144. The parties shall cooperate to execute all title documents, releases, bills of sale, quitclaim deeds, and other documents reasonably necessary to implement the division of property, debts, and accounts ordered by the Court.

145. Each party shall assume and hold the other harmless from any debt incurred in that party's separate name after the operative separation or temporary-order date, except as otherwise expressly ordered by the Court.

END OF DECREE

The Court's signature will appear in the upper right hand corner once executed

APPROVED AS TO FORM:

D. Grant Dickinson
Counsel for Respondent

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES
OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL**

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this **DECREE OF DIVORCE** prepared by Petitioner shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on September 16, 2026, I provided a true and accurate copy of the foregoing **DECREE OF DIVORCE** to the following people as indicated:

D. Grant Dickinson
Counsel for Respondent
Electronic Filing

/s/ Malisa Whiting