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IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH
137 N. Freedom Boulevard, Provo, Utah 84601

In the Matter of the Marriage of

JOAQUIN TORRES,
Petitioner,

and

CHRISTINA LOUIS TORRES,
Respondent.

DIVORCE DECREE

Case No. 264402302
Judge Tony F. Graf Jr.
Commissioner Marian Ito

IN THIS MATTER, the parties have signed a Stipulation for Divorce consenting to the entry of a Decree of Divorce consistent with the terms set forth in the Stipulation. The Court, having reviewed the pleadings and the *Stipulation for Divorce*, finds that the Court has jurisdiction to enter a Decree of Divorce. The Court, having found and entered its *Findings of Fact and Conclusions of Law*, and being otherwise fully advised, and for good cause appearing, it is hereby **ORDERED ADJUDGED, AND DECREED** that:

The parties are granted a divorce on the grounds of irreconcilable differences pursuant to Utah Code Ann. §81-4-405(1)(h).

1. **Residency.** Respondent is a bona fide resident of Utah County, State of Utah, and has been for more than three months immediately prior to the filing of this action. Petitioner is a resident of Elko County, Nevada.

2. **Marriage Information.** Petitioner and Respondent were married on March 23, 2013 in Monticello, San Juan County, State of Utah, and are presently married. The parties separated in or about late 2023.

3. **Grounds.** The parties have experienced irreconcilable differences in their marriage and there is no chance of reconciliation. The marriage contract that existed between the parties is permanently dissolved and the parties are hereby divorce.

4. **Children.** The parties have two (2) children born or adopted of this marriage, all of whom are minors, to wit:

a. T.L.T., born in March of 2015; and

b. M.J.T., born in May of 2019.

5. Pursuant to Utah Rule of Civil Procedure 100(a), there are no proceedings involving custody, criminal, protective orders, or delinquency involving the above-named minor children in juvenile court or any other venue.

6. **Jurisdiction.** Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §81-11 et seq. (1953 as amended), in that Utah is the home state of the minor children at the time of commencement of this proceeding.

7. **Legal Custody.** Each of the parties being fit and proper persons, the parties shall have joint legal custody of the minor children.

- a. The parties shall discuss all major decisions concerning the children including their health, education, and general welfare, daycare, medical and dental treatment, and therapy.
- b. To accomplish this, the parties shall use the following decision-making procedure: (1) Identify the issue; (2) meaningfully discuss possible solutions and respond to any inquiries within 48 hours; (3) Consult with any applicable and available experts in the relevant area of dispute; and (4) Choose the most sensible solution that considers the needs and interests of everyone involved. (5) If the parties reach an impasse, they shall attend mediation to try to resolve the issue.
- c. If the parties do not resolve the issue in mediation, either party may seek Court review and intervention.
- d. Unless the parties agree or the court orders otherwise, the children shall continue to attend the schools which they are currently attending, and any feeder schools.

8. **Physical Custody and Parent Time.** The parties are awarded joint physical custody of the minor children, with parent time as the parties agree. If the parties do not agree, parent time shall be pursuant to Utah Code Ann. §81-9-209, modified as follows:

- a. Father shall have the minor children two (2) weekends per month during the school year (September through May), as follows:

- i. Father's weekends shall begin Thursday at the end of the minor children's school, if the children are in school, or at 5:30 p.m. at Father's option, or as early as 8:00 a.m. if the minor children are not in school and Father is available to provide direct parental care, until Monday morning school drop off if the children are in school or at 8:00 a.m. if the children are not in school.
 - ii. Father shall provide Mother at least thirty (30) days advance notice of his intended weekend visits pursuant to this Paragraph 8(a).
 - iii. During months Father is awarded a holiday as set forth in Paragraph 10 below, that holiday shall count as one of Father's weekends pursuant to this Paragraph 8(a).
 - iv. Father shall be responsible for picking the minor children up at school and dropping them off at school during and after his weekend parent time but can do so through a responsible third party.
- b. Summer parent time shall be as follows:
- i. Mother shall have the minor children for a minimum of three (3) weeks during Summer Break, one of which shall be the last full week prior to the start of school in the fall. The other weeks awarded to Mother (a minimum of two weeks, but potentially more during summers where Summer Break is longer than eleven (11) weeks) shall be taken in one block during the summer.

- ii. Father shall have the children for up to eight (8) weeks during Summer Break.
 - iii. During years when Summer Break is longer than eleven (11) weeks, Mother shall receive all additional Summer Break time with the minor children.
 - iv. Mother shall provide notice of her intended summer parent time to Father on or before April 1 of each year.
- c. In the event Father relocates to Utah, they shall return to mediation to discuss changes to the parent time schedule. The parties agree that such a relocation would constitute a change in circumstances for which either party could file a Petition to Modify the parent time schedule.

9. **Transportation.** Exchanges shall be as the parties agree. If the parties cannot agree, the following shall apply:

- a. Father shall be responsible for pick up and drop off for all of his optional weekend visits pursuant to Paragraph 8(a).
- b. For all other parent time exchanges, the receiving parent shall pick up the minor children from the other parent's residence unless the parties agree otherwise.
- c. School-to-school exchanges shall be utilized when necessary.
- d. Both parties shall be civil and shall avoid confrontation during parent exchanges. The parties shall ensure that any third parties (including spouses,

other children, extended family members, etc.) are civil and avoid confrontation during parent exchanges.

- e. A spouse, grandparent, or other responsible third party known to the minor children may pick up or drop off the minor children for exchanges.

10. **Holiday Parent Time**. Holiday parent time shall be as the parties agree. If the parties cannot agree, holiday parent time shall be based upon Utah Code Ann. §81-9-209, modified as set forth herein:

- a. The parties have chosen to include Veteran's Day as a holiday and have agreed that Father shall have the children every Veteran's Day from the end of the children's school, or 8:00 a.m. if school is not in session, until 8:00 p.m. Father shall be responsible for all transportation for this holiday visit. If Veteran's Day is contiguous with a weekend, taking the holiday will count as one of Father's optional monthly weekends.
- b. The parties will follow the calendar of the school district in which the children are enrolled for holidays related to school breaks.
- c. Holiday parent time shall take precedence over regular parent time, and both parties shall be restrained from interrupting the other's holiday parent time.
- d. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the children's attendance at school for that school day.
- e. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the

parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are dismissed for the holiday and ending the evening before any child returns to school.

- f. If a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:
 - i. the holiday schedule for Mother's Day or Father's Day;
 - ii. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
 - iii. the holiday schedule for any holiday that is not Mother's Day, Father's Day, or the child's birthday;
 - iv. extended parent-time; and
 - v. the schedule for weekday or weekend parent-time.
- g. A parent exercising parent-time for a child's birthday may bring other siblings along for the child's birthday.
- h. Unless the parties agree otherwise, holiday parent time shall be according to the following modified schedule:

Holiday	Holiday Time Period	Years Father is Granted Holiday	Years Mother is Granted Holiday
Dr. Martin Luther King Jr. Day	Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday.	Odd years	Even years

	Holiday ends upon delivering of the minor children to school on the day that school resumes.		
Presidents' Day	Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. Holiday ends upon delivering the minor children to school on the day that school resumes.	Even years	Odd years
Spring Break	Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. Holiday ends upon delivering the minor children to school on the day that school resumes.	All years	
Mother's Day	Holiday begins at 5:30 p.m. on the day before Mother's Day. Holiday ends on Mother's Day at 8:30 p.m.		All years
Father's Day	Holiday begins at 5:30 p.m. on the day before Father's Day. Holiday ends on Father's Day at 8:30 p.m.	All years	
Labor Day	Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. Holiday ends: (a) upon delivering the minor children 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.	Odd years	Even years
Fall Break	Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. Holiday ends upon delivering the minor children to school on the day that school resumes.	All years	
Thanksgiving	Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. Holiday ends upon delivering the minor children to school on the day that school resumes.	Odd years	Even years

Winter Break	Holiday begins at: (a) the time that school is dismissed for Winter Break; or (b) 5:30 p.m. on the day that school dismisses for Winter Break at the election of the parent granted the holiday. Holiday ends upon delivering the minor children to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 8:30 p.m.	Odd years	Even years

11. **Virtual Parent Time.** Each party may have reasonable and uncensored phone contact with the children while they are with the other parent, as follows:

- a. The children may call or text either parent at reasonable times and for reasonable durations.
- b. Both parties shall be supportive of virtual parent time with the other parent.
- c. Neither party shall use virtual parent time as a means of manipulating or otherwise trying to coerce the children's behavior in any way.
- d. Either party will be entitled to initiate a phone or video call with the children twice per week at reasonable times and for reasonable durations.

12. **School Fees; Extracurricular Expenses.** The parties shall be equally responsible for the children's school fees and extracurricular expenses as follows:

- a. All mandatory school fees, not including private school tuition and fees, shall be divided equally between the parties.

- b. The parties shall be equally responsible for any extracurricular activities that are agreed upon in writing by both parties. Neither party may obligate a child to an unapproved extracurricular activity which infringes on the parent time of the other parent.
- c. If a party does not consent to an extracurricular activity, that party is not required to pay half of the cost of that activity and is not required to take the child to activity events during their parent time.
- d. Each party shall, during their respective parent time, ensure that the children get to and from their agreed-upon activities, practices, games, etc.

13. **Parenting Plan.** The parties shall adopt the Advisory Guidelines pursuant to Utah Code Ann. §81-9-202 unless otherwise stated herein. In addition, the parties shall adopt the guidelines as follows:

- a. Both parties shall have access to the children's educational, church, and other records and shall include the other party as the parent on such records. The parties shall notify one another within twenty-four (24) hours of receiving notice of all significant social, sports, and community functions in which the children are participating or being honored, and both parties shall be entitled to attend and participate fully;
- b. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the children's schoolwork, school schedule, medical and dental treatment,

counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;

- c. The parties shall notify the other parent of major injury or illness involving the children as soon as reasonably possible;
- d. The parties shall provide each other with the names and telephone numbers of teachers, coaches, and others who work with the minor children at school, medically, or otherwise, and shall encourage such teachers, coaches, and others to add both parents to email and communication lists, so that each party can initiate their own relationship with these professionals;
- e. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor children;
- f. The parties shall notify the other parent of any change of address, email address, cell phone number, and telephone number within twenty-four (24) hours of the change;
- g. The parent who has the children in his or her care may make minor day-to-day decisions regarding the children without having to consult with the other parent;
- h. For emergency purposes, whenever the children travel with either parent overnight or longer, or outside the State of Utah, the following shall be provided to the other parent prior to departure: (1) an itinerary of travel dates; (2) destinations; (3) places where the children or traveling parent can be

reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the children's location;

- i. Before leaving the United States with the children, the parent taking the minor children will give the other parent at least thirty (30) days' notice. The parties shall cooperate in obtaining passports for the minor children. The party who pays for the passports shall keep the passports in their possession, but shall make them available to the other parent in the event that parent desires to travel with the minor children outside the United States and requests them;
- j. The parties shall work together in a reasonable manner to accommodate each other and to provide the children consistency and stability;
- k. 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 parent-time schedule;
- l. The parties shall not put the children in the middle. The parties shall not discuss case-related adult issues including any legal or financial-related issues with the children pertaining to this legal matter;
- m. The minor children shall not be used as messengers;
- n. The parties shall maintain safe and appropriate sleeping and living accommodations for the children. Each child shall have their own bed when staying with either parent;

- o. Neither parent shall question the minor children about the other parent's activities, personal relationships, or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor children;
- p. The party with the minor children in his/her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time; and
- q. Communication regarding the minor children shall be directly between the parents and shall not involve third parties;
- r. Neither party shall consume illegal drugs, misuse prescription drugs, or consume alcohol to excess during their respective parent time, nor will they allow other third parties to violate this provision in the presence of the children;
- s. Neither party shall introduce the children to a romantic partner unless the relationship has been exclusive for a period of at least six (6) months. If a romantic relationship reaches that point, the party in such a relationship shall notify the other parent and provide identifying information as to the romantic partner (including name, birth date, and address) at least fourteen (14) days prior to introducing the children to him or her;
- t. While the children are minors, neither party shall have roommates who are unrelated to that party. Any roommates shall be disclosed to the other party before that roommate moves in;

- u. The parties shall ensure that the children follow all required safety laws and rules pertaining to seat belts, child seats, booster seats, helmets, and the like; and
- v. The parties shall ensure that all firearms in the vicinity of the children are properly locked and stored in a reasonably safe manner.

14. **Mutual Restraining Order.** The parties stipulate and agree to the following mutual restraining order:

- a. Both parties shall be restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, name calling, speaking derogatorily about the other parent online or in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preferences regarding custody or visitation.
- b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes the children's best interest.
- c. Both parties shall be restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties shall also be restrained from discussing the children's relationships with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information. Neither party shall request or encourage the

children to hold back information from the other party which should otherwise be divulged to the other party by the other parent.

- d. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes: (i) an unreasonable number of texts, emails, phone calls, or other contact between one parent and the other at any time; or (ii) unreasonable contact between parent and children during the other parent's parenting time.
- e. Both parties shall be mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.
- f. Unless otherwise agreed by the parties in writing, both parties shall be mutually restrained from going to the residence of the other party, except for child pickup or drop-offs.
- g. Neither party shall use the other party's likeness, picture, name, or identification to denigrate or criticize the other party on any social media platform. If such denigration or criticism has already occurred, the party placing such items on social media shall remove such postings immediately.
- h. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

15. **Child Support.** Child support shall be based on Utah Child Support Guidelines and the Child Support Worksheet(s) attached hereto. For purposes of this Stipulation, the parties have agreed to Father's monthly gross income as \$11,667 and Mother's imputed monthly gross income as \$2,870. Father's monthly child support obligation under the guidelines for two (2) minor children is established as \$1,321 based upon the joint physical custody worksheet with Father having 145 overnights and Mother having 220 overnights.

- a. Child support shall be payable one-half on the 5th day of each month and one-half on the 20th day of each month unless the parties otherwise agree.
- b. Child support for each child shall continue until the child turns eighteen (18) or graduates from high school at the regular age, whichever occurs later.
- c. Child support shall begin September 1, 2026.
- d. If child support is ever more than thirty (30) days late, payor's income may be subject to income withholding by ORS in accordance with the Utah Code.
- e. Both parties waive any claim they may have to past child support.

16. **Medical, Dental and Other Healthcare Expenses.** In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor children shall be provided by the party which can obtain the best such coverages if it is available at a reasonable cost. Currently, Father is the party that can obtain the best coverage and it is available to him at a reasonable cost.

- a. If, at any time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be considered the primary coverage for the child, and the

health, hospital, or dental insurance plan of Mother shall be considered the secondary coverage for the child.

- b. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the 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.
- c. 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.
- d. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.
- e. Each 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 shall remit payment within 30 days of receipt of the verification. If neither party is able to secure

said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

- f. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

17. **Childcare Expenses.** Pursuant to Utah Code Ann. §81-6-209, both parties shall share equally all reasonable work, career, or occupational training-related childcare expenses.

- a. The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party to whom written verification is provided shall reimburse the parent who

incurred the childcare expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification. The party incurring and/or paying for childcare expenses shall notify the other party of any change of a childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

- b. Parties shall utilize free or no-cost childcare whenever possible.
- c. The party not directly paying for the childcare shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.
- d. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.
- e. Childcare provided by family members shall be deemed to be free.

18. **Tax Exemptions and Credits.** Tax exemptions for the minor children shall be awarded as follows:

- a. Starting with tax year 2026, Father shall claim T.L.T., and Mother shall claim M.J.T.
- b. If there is only one dependent child, Mother shall claim that child for odd tax years and Father shall claim that child for even tax years.

- c. If, on December 31 of any year, either party is behind on any support payments ordered pursuant to this Stipulation, that party shall waive their right to claim any minor children for that year.
- d. The parties shall follow all IRS guidelines as to filing status.

19. **Alimony.** Given the ability of both parties to provide for their needs and the Asset Equalization Payment set forth below, both parties waive any claim they may have to alimony now and in the future. Both parties waive any claim they may have for past spousal support.

20. **Real Property.** During the course of the parties' marriage, the parties acquired no real property.

21. **Vehicles.** The parties own certain vehicles, which shall be divided as follows:

- a. Mother is awarded any vehicles currently in her possession. Mother shall assume all payment obligations for these vehicles.
- b. Father is awarded any vehicles currently in his possession. Father shall be responsible for all payment obligations for these vehicles.
- c. Both parties shall cooperate to remove the other from title and refinance any vehicle awarded to them in which the other party is named no later than thirty (30) days after entry of the Decree.
- d. If either party becomes fifteen (15) days late on a payment for which the other party is on the loan, that item shall be immediately placed for sale and sold to satisfy the loan. The party awarded that vehicle shall be solely entitled to all sale proceeds and shall be solely obligated for any deficiency upon such sale. If a party chooses to sell any personal property awarded to him/her, or when a

party refinances, the other party shall fully cooperate in that process, including by signing all requisite documents.

- e. Each party shall maintain and pay for their own automobile insurance policy.
- f. Each party shall indemnify and hold the other harmless from any vehicle(s) awarded to him/her.

22. **Personal Property.** During the course of the marriage relationship, the parties have acquired certain personal property. That personal property shall be divided as follows:

- a. Mother is awarded all marital personal property currently in her possession.
- b. Father is awarded all marital personal property currently in his possession.

23. **Debts.** During the marriage, Mother and Father acquired certain debts. Division and payment of those debts shall be as set forth herein:

- a. Father shall be responsible for any debts in his name.
- b. Mother shall be responsible for any debts in her name.
- c. Except as otherwise set forth herein, any debts incurred since the date of separation, shall be the sole responsibility of the party who incurred the debt.
- d. Any joint debts later discovered and not addressed herein shall be the responsibility of the party who incurred the debt.
- e. Each party shall indemnify and hold the other party harmless from any debts awarded to him or her.

24. **Financial Accounts.** During the course of the marriage the parties acquired joint bank and savings accounts. Each party shall be awarded any accounts in their own names. Any joint accounts shall be awarded to Mother.

25. **Retirement.** During the course of the marriage, Father opened and added to certain retirement account. Those accounts shall be divided as follows:

- a. Father is awarded any military retirement benefits as his sole and separate, premarital property.
- b. Mother is awarded fifty percent (50%) of the martial portion of all of Father's other retirement accounts, including but not limited to:
 - i. Father's TSP 401(k).
- c. The parties shall retain Rori Hendrix to complete the required Qualified Domestic Relations Orders (hereinafter "QDRO") to divide these accounts, if necessary. The parties shall equally share in the costs related to the completion of the QDROs. The parties shall promptly cooperate in reviewing and signing necessary documents to effectuate the transfer and shall provide all information necessary.
- d. The accounts shall be valued as of the date of the entry of the Decree of Divorce. Neither party shall obtain a loan against their account, withdraw from their account, or otherwise dissipate or encumber their account before division.

26. **Asset Equalization Payment.** In order to equalize the distribution of assets as set forth herein, the parties agree to the following Asset Equalization Payment:

- a. Father shall pay to Mother the sum of \$36,000.
- b. Mother shall receive this sum out of Father's portion of his marital retirement accounts as set forth in Paragraph 25(b).

- c. If the amount of Father's portion of his marital retirement accounts is less than \$36,000, Mother shall receive Father's entire marital retirement account(s). Any remaining deficiency between what Mother receives from Father's portion of the marital retirement accounts and \$36,000 shall be paid by Father to Mother on or before the date which is six (6) months following entry of the Decree.
- d. Example 1 (for illustrative purposes only). Father has \$80,000 in his marital retirement accounts. Mother shall receive her one-half of those accounts (\$40,000) plus the sum of \$36,000 from Father's share of those accounts, for a total of \$76,000.
- e. Example 2 (for illustrative purposes only). Father has \$60,000 in his marital retirement accounts. Mother shall receive her one-half of those accounts (\$30,000) plus the remaining \$30,000 from Father's share of those accounts. Father shall then pay to Mother the remaining outstanding Asset Equalization Payment, the sum of \$6,000, within six (6) months of entry of the Decree.

27. **Maiden Name.** If she so chooses, Mother shall be entitled to legally change her name to her maiden name of CHRISTINA LOUISE THINN.

28. **Dispute Resolution.** If a dispute arises between the parties, they shall return to mediation prior to filing an action in court. Enforcement or emergency actions may be filed directly with the court without mediation.

29. **Cooperation.** Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the

names and responsibilities for payment upon the charge accounts and other debts divided, to divide automobile insurance policies, and to cooperate in every other way necessary or proper to ensure that the Decree of Divorce is fully satisfied.

30. **Attorney Fees.** Both parties shall pay their own attorney's fees in this matter.

[ORDER IS SIGNED WHEN ELECTRONICALLY STAMPED BY THE COURT ON THE FIRST PAGE]

APPROVED AS TO FORM:

/s/ Blaine Edwards

BLAINE EDWARDS

Attorney for Respondent

Signed with permission from email dated August 21st, 2026

CERTIFICATE OF SERVICE

I certify that I caused a true and correct copy of the foregoing Divorce Decree to be served this 21st day of August 2026, by the method(s) indicated below, to the following:

Blaine Edwards
Attorney for Respondent
blaine@novel.law

Sent via:
☐ U.S. Mail
☐ Hand Delivered
☒ Email
☐ Electronic Filing

/s/ Bonnie Wilkins
BONNIE WILKINS
Legal Assistant