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**DISTRICT COURT OF THE STATE OF UTAH  
FOURTH JUDICIAL DISTRICT  
UTAH COUNTY, PROVO DEPARTMENT**

|                                                                                                                                                           |                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| <b>In the matter of the marriage of:</b><br><br><b>JAROM LEON PRESTWICH,</b><br>Petitioner,<br><br>and<br><br><b>AMY LOUISE PRESTWICH,</b><br>Respondent. | <b>DECREE OF DIVORCE</b><br><br>Case No. 254401776<br><br>Judge Ryan Stack<br><br>Commissioner Marla Snow |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|

The Court, having reviewed the file, and having entered its Findings of Fact and Conclusions of Law, now enters the following Decree of Divorce. Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

**GROUND**

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved. The Court hereby grants this Decree of Divorce on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

**CHILDREN**

2. Children. The parties are the parents to five minor children, to wit:

| NAME   | DATE OF BIRTH |
|--------|---------------|
| L.M.P  | December 2013 |
| E.J.P. | March 2016    |
| A.A.P. | January 2018  |
| E.J.P. | June 2020     |
| L.L.P. | August 2024   |

### CUSTODY/PARENTING PLAN

3. Custody/Visitation. The parties shall be awarded joint legal and joint physical custody of the minor children, on a 50/50 basis. The parties may exercise parent-time as they mutually agree. In the absence of an agreement, the following parent-time schedule shall apply:

a. Parent time during the School Year. During the school year, the parties shall exercise parent-time consistent with Utah Code § 81-9-305. Jarom shall exercise parent-time every Monday and Tuesday overnight, and Amy shall exercise parent-time every Wednesday and Thursday overnight. The parties shall alternate weekends from Friday through Monday.

b. Parent Time During the Summer. During the summer, the parties shall exercise parent-time on an alternating week-on/week-off basis. The summer schedule shall begin on the first Sunday following the conclusion of the children's school year, beginning at 7:00 p.m. Jarom shall exercise the first full week of summer parent-time in even-numbered years, and Amy shall exercise the first full week of summer parent-time in even-numbered years. Thereafter, the parties shall alternate weeks until the commencement of the following school year.

i. Extended Summer Parent-Time. In addition to the regular summer schedule set forth above, each parent shall be entitled to two consecutive weeks of uninterrupted

summer parent-time each year. Under no circumstances shall either parent exercise more than two consecutive weeks of parent-time during the summer. The regular week-on/week-off rotation shall be adjusted as necessary to ensure that neither parent has more than two consecutive weeks of parent-time. Each parent shall provide notification to the other parent of the parent's plan for the exercise of extended parent-time for summer break. In odd-numbered years Amy shall provide notice to Jarom by May 1 and Jarom shall provide notice to Amy by May 15<sup>th</sup>; In even-numbered years, Jarom shall provide notice to Amy by May 1<sup>st</sup>, and Amy shall provide notice to Jarom by May 15<sup>th</sup>. If a parent fails to provide a notification within the time periods described herein, the complying parent may determine the schedule for summer break for the noncomplying party. If both parents fail to provide notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for the other parent.

c. Holidays. The parents shall follow U.C.A. §81-9-303 for the holiday schedule with Amy being designated as the custodial parent for purposes of following the holiday schedule only. The following table illustrates the holiday schedule:

**Utah Holidays According to Utah Code §81-9-303**

| <b>Holiday and Time</b>                                                                                                                                                                                                                                                                                                        | <b>Years Jarom is granted holiday</b> | <b>Years Amy is granted holiday</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------|
| <b>Dr. Martin Luther King Jr. Day</b><br>(1) Holiday begins:<br>(a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends upon delivering of the minor child to school on the day that school resumes. | <b>Odd years</b>                      | <b>Even years</b>                   |
| <b>President's Day</b><br>(1) Holiday begins:<br>(a) at the time that school is dismissed for Presidents' Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.                                                                                                                                | <b>Even years</b>                     | <b>Odd years</b>                    |

|                                                                                                                                                                                                                                                                                                                                                                                    |                   |                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|
| (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.                                                                                                                                                                                                                                                                                      |                   |                   |
| <b>Spring Break</b><br>(1) Holiday begins:<br>(a) at the time that school is dismissed for spring break; or<br>(b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday.<br>(2) Holiday ends upon delivering of the minor child to school on the day that school resumes.                                                 | <b>Odd years</b>  | <b>Even years</b> |
| <b>Memorial Day</b><br>(1) Holiday begins:<br>(a) at the time that school is dismissed for Memorial Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>(a) upon delivering the minor child to school on the day following Memorial Day; or<br>(b) at 8:00 a.m. on the day following Memorial Day if there is no school. | <b>Even years</b> | <b>Odd years</b>  |
| <b>Mother's Day</b><br>(1) Holiday begins at 5:30 p.m. on the day before Mother's Day.<br>(2) Holiday ends on Mother's Day at 8:30 p.m.                                                                                                                                                                                                                                            | <b>Mother</b>     | <b>Mother</b>     |
| <b>Father's Day</b><br>(1) Holiday begins at 5:30 p.m. on the day before Father's Day.<br>(2) Holiday ends on Father's Day at 8:30 p.m.                                                                                                                                                                                                                                            | <b>Father</b>     | <b>Father</b>     |
| <b>Independence Day</b><br>(1) Holiday begins on July 3rd at 5:30 p.m.<br>(2) Holiday ends on July 5th at 8:30 p.m.                                                                                                                                                                                                                                                                | <b>Odd years</b>  | <b>Even years</b> |
| <b>Pioneer Day</b><br>(1) Holiday begins on July 23rd at 5:30 p.m.<br>(2) Holiday ends on July 25th at 8:30 p.m.                                                                                                                                                                                                                                                                   | <b>Even years</b> | <b>Odd years</b>  |
| <b>Labor Day</b><br>(1) Holiday begins:<br>(a) at the time that school is dismissed for Labor Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends upon delivering of the minor child to school on the day that school resumes.                                                                                               | <b>Odd years</b>  | <b>Even years</b> |
| <b>Fall Break</b><br>(1) Holiday begins at:<br>(a) the time that school is dismissed for fall break; or<br>(b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday.<br>(2) Holiday ends upon delivering of the minor child to school on the day that school resumes.                                                         | <b>Odd years</b>  | <b>Even years</b> |
| <b>Halloween</b><br>(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br>(a) at the time that school is dismissed; or<br>(b) at 3 p.m. if there is no school.<br>(2) Holiday ends at 8:30 p.m. on the same day the holiday begins.                                                                                  | <b>Even years</b> | <b>Odd years</b>  |
| <b>Thanksgiving</b>                                                                                                                                                                                                                                                                                                                                                                | <b>Even years</b> | <b>Odd years</b>  |

|                                                                                                                                                                                                                                                                                                                    |                   |                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|
| 1) Holiday begins at:<br>(a) the time school is dismissed for Thanksgiving; or<br>(b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. upon delivering of the minor child to school on the day that school resumes. |                   |                   |
| <b>Winter Break (First half)</b><br>(1) Holiday begins at:<br>(a) the time school dismisses for winter break; or<br>(b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday.<br>(2) Holiday ends on December 27th at 8:30 p.m.                           | <b>Odd years</b>  | <b>Even years</b> |
| <b>Winter Break (Second half)</b><br>(1) Holiday begins on December 27th at 8:30 p.m.<br>(2) Holiday ends upon delivering of the minor child to school on the day that school resumes after winter break.                                                                                                          | <b>Even years</b> | <b>Odd years</b>  |
| <b>Day of Minor Child's birthday</b><br>(1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 8:30 p.m.                                                                                                                                                                                                              | <b>Even years</b> | <b>Odd years</b>  |
| <b>Day before or after Minor Child's birthday</b><br>(1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 8:30 p.m.                                                                                                                                                                                                 | <b>Odd years</b>  | <b>Even years</b> |

## PARENTING PLAN

4. Parenting Plan. The parties shall abide by the following parenting plan:

a. The parties shall utilize school-to-school exchanges whenever possible. If school is not in session, the parent beginning his or her parent-time shall pick up the children, unless the parties otherwise agree in writing.

b. All exchanges shall be conducted curbside. The parent receiving the children shall remain at or near his or her vehicle, and the other parent shall remain at or near the entrance to his or her residence. The children shall transition between the parents without either parent approaching the other parent or the other parent's vehicle or residence. The parties will not communicate with each other during exchanges. They will not use exchanges as an opportunity to discuss parenting issues, disputes, or other matters.

c. The parents shall minimize disruption of the children's attendance at school and other activities, the children's daily routines, and the children's associations with friends. Regular school hours shall not be interrupted for parent-time, unless the parents agree otherwise.

d. Joint Decision-Making. The parents shall advise and consult with one another in good faith regarding the children's emotional and physical health and well-being; all non-emergency medical, dental, psychological, and therapeutic care; and all other major decisions affecting the children, including education, religious upbringing, general welfare, and significant matters. In making such decisions, the parties shall identify the issue, discuss possible solutions, and, when appropriate, obtain input from qualified professionals, to assist them in reaching an informed decision that is in the children's best interests. The parties shall make reasonable, good-faith efforts to reach agreement on all major decisions. If, after good-faith consultation, the parties are unable to reach an agreement, Father shall have final decision-making authority regarding medical decisions, and Mother shall have final decision-making authority regarding educational decisions. All other major decisions, including decisions regarding the children's religious upbringing shall be made jointly, and neither parent shall have final decision-making authority over the other. If the parties are unable to agree regarding on any such joint decision, they shall first attempt to resolve the dispute through mediation before seeking relief from the Court. Likewise, if either parent disputes a medical or educational decision made by the parent having final decision-making authority, that parent may seek mediation and, if the matter is not resolved through mediation, may seek relief from the Court.

e. The parties agree that the children may participate in and receive ordinances of The Church of Jesus Christ of Latter-day Saints at the customary ages and times, including baptism, confirmation, and priesthood ordinations, as applicable. Neither parent shall unreasonably withhold consent for or interfere with the children's participation in such ordinances. If Father is authorized and deemed worthy by his ecclesiastical leader to perform an ordinance for a child, Father shall be the one to perform the ordinance. If Father is not authorized to perform the ordinance, the ordinance may be performed by another person approved in accordance with Church practices.

f. The parties may both attend the children's school, extracurricular, sporting, religious, and other activities and events. When both parties attend the same event, they shall sit separately from one another and shall maintain an appropriate distance from one another before, during, and after the event. Neither party shall approach, confront, or engage the other party in discussions regarding disputed issues at the event.

g. For emergency purposes, whenever the children travel overnight with either parent, all of the following will be provided to the other parent: (a) an itinerary of travel dates; (b) destinations; (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.

h. Each parent shall permit and encourage, during reasonable hours, reasonable, uncensored, and unmonitored communication between the other parent and the children.

i. Father has purchased the children either a GABB watch or cell phone. He shall ensure that both parents and all grandparent contact information is on the devices. A child who has a phone or watch may use such to communicate with a parent for phone/virtual parent time. A parent may implement reasonable discipline or house rules regarding a child's device but may not interfere with a child's request to use the device expressly for the purpose of communicating with the other parent. If a child is using phone/virtual contact with a parent to circumvent discipline or cause discord between the parents, they will be encouraged by both parents to follow reasonable house rules and not seek "rescue" by the other parent.

j. Both parents will have passcode access and reasonable access to parental controls, filters, and safety settings on the children's devices.

k. Safety / Content Access. In the interest of children's safety and to ensure children do not have access to immoral or inappropriate materials, parents agree to:

i. Parental control devices to restrict access to such materials on computers, tablets, or televisions in their home.

ii. Never use immoral or inappropriate materials in the presence of a child, or make avail to be viewed by a child.

iii. Not permit a child to access or have social media accounts until said child enters high school.

l. Parents agree to monitor friendships, including vetting friends' families before sleepovers.

m. Both parents agree that, if weapons or guns are present in their residence, to store any and all weapons and/or guns in a locked safe (with a key pad

and fingerprint lock) out of reach of the children and to lock up ammunition separately from firearms.

n. The parents shall be permanently restrained from making any derogatory remarks about the other parent to, or in the hearing of, the children. The parents shall also affirmatively restrain all third parties from making derogatory remarks regarding the other parent to, or in the hearing of, the child.

o. The parents shall cooperate with one another for the benefit of their children, be civil and polite with one another, and work together for the best interest of the children. The parents shall live by the Golden Rule—treat one another as they would like to be treated.

p. The parents shall be calm, civil, and polite in all of their communications with one another, and shall avoid profanity, rudeness, raising their voice, and name-calling. The parents' communications shall focus on the children, and avoid personal attacks or dredging up the past. The parents shall communicate with one another openly, honestly, and cooperatively to advance and promote the best interests of the children.

q. The parents shall be enjoined from directly or indirectly using the children as a means of communicating with each other or otherwise placing the children in the middle of any disputes between the parents.

r. The parents shall be enjoined from discussing this divorce matter, or other adult issues, with the children or in the children's presence. Because the children may have access to social media, each parent also shall not publish online negative comments about the other parent.

s. Neither parent should 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 will be supportive and respectful of the other parent in the presence of the minor children.

t. Each parent shall have free and open access to all information regarding the children, including medical records, school records, ecclesiastical records, dental records, information relating to the children's extracurricular activities, etc. This means, among other things, that both parents shall be fully entitled to contact the children's schools, doctors, therapists, daycare providers, church leaders, etc. to obtain information about the children. Each parent shall execute any releases necessary to allow the other parent access to such records relating to their minor children.

u. Each parent shall be listed as the children's parent and emergency contact person on all school records, registration forms, medical records, and any other document with legal importance or other significance.

v. Each parent shall provide the other with his/her current address, telephone number, and email address, and also shall notify the other parent of any changes thereto within 24 hours.

w. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent, and should provide the other parent with the name, current address, and telephone number of all surrogate care providers.

x. Each parent shall notify the other parent within 24 hours of receiving notice of any significant school, social, sports, community, extracurricular, or church function in which the children are participating or being honored, unless the information regarding the event

is publicly available or posted online through the school, team, organization, church, or other applicable program.

y. Each parent shall be entitled to make decisions regarding the day-to-day care and control of the children while that parent is exercising parent-time. If an emergency arises, the parent exercising parent-time shall have the authority to make emergency decisions affecting the health or safety of the children. That said, the parent exercising parent-time during an emergency shall use his/her best efforts to inform the other parent of the emergency and to advise and consult with the other parent regarding emergency medical treatment of the children.

z. Educational Plan. The children shall attend Cascade Elementary School, Canyon View Junior High School, and Orem High School, as applicable based upon their respective grade levels, unless the parties mutually agree otherwise in writing. The parties shall consult with one another in good faith regarding all major educational decisions affecting the children and shall make reasonable efforts to reach a joint decision. If, after good-faith consultation, the parties are unable to agree regarding an educational decision, Mother shall have final decision-making authority. If Father disputes Mother's decision, the parties shall first attempt to resolve the dispute through mediation. If the dispute is not resolved through mediation, Father may seek appropriate relief from the Court.

aa. 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 during their custodial time, for a time frame of at least an overnight, and the other parent is personally available and willing to provide the care and the transportation.

bb. The parties will not consume alcohol immediately before or during their parent-time with the minor children and will remove the minor children from any situation where alcohol is being consumed.

cc. Neither parent shall permit a person with whom that parent is romantically involved to stay overnight at the parent's residence while the children are present, unless the parent and the romantic partner are married to one another.

dd. Relocation. If either parent intends to relocate more than 25 miles from the other parent, the notice provisions of Utah Code 81-9-209 shall apply. The parties shall mediate prior to seeking court action if a relocation causes or would cause the parent time schedule to be impractical. Neither parent shall relocate a child further than 25 miles from the other parent without written agreement or court order.

ee. Resolution. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.

ff. OurFamilyWizard. The parties will use the OurFamilyWizard (OFW) application as their means of communication regarding the minor children. Each party shall be responsible for his or her own subscription fees and any associated costs. All communications regarding the children, including scheduling, parent-time, medical issues, educational matters, reimbursement requests, and other co-parenting matters, shall be made through OFW. The parties shall communicate respectfully, courteously, and in good faith. Each party shall keep the OFW ToneMeter feature enabled and shall make a good-faith effort to review and revise any communication identified by the ToneMeter as emotionally charged, hostile, or otherwise inappropriate before sending the communication. The parties shall review and respond to

communications within 24 hours, absent exigent circumstances, and neither party shall delete, alter, or otherwise interfere with communications or information maintained within the OurFamilyWizard application.

gg. Hospital Protocol. If a child is treated or hospitalized, both parents may be present for medical updates to the extent permitted by hospital policy. If both parents are present, they shall alternate time with the child in one-hour intervals, unless otherwise agreed, and each parent may have third parties present during his or her individual time as permitted by hospital policy. If only one parent receives a medical update, that parent shall provide the information to the other parent through the court-appointed parenting application within one hour. If a child requires an extended hospital stay, the parties shall follow their regular parent-time schedule unless otherwise agreed; provided, however, that a child age thirteen (13) or older may express a preference regarding which parent the child would like present during waking hours.

hh. Passports. The parties shall cooperate in obtaining and renewing passports for the children and shall equally share all associated costs. Mother shall maintain possession of the passports for L.M.P., A.A.P., and L.L.P., and Father shall maintain possession of the passports for E.J.P. (March 2016) and E.J.P. (June 2020). Each parent shall provide any passport in his or her possession to the other parent no later than fifteen (15) days before a scheduled trip involving that child. Following the trip, the traveling parent shall return the passport to the parent designated to maintain it within fifteen (15) days. The parties shall cooperate in renewing each child's passport at least 180 days before its expiration.

## **CHILD SUPPORT**

5. Child Support. Father has gross monthly income of \$13,750. Mother has gross monthly income of \$5,200. Father's child support obligation shall be \$733 per month. The child support obligation of Father shall be effective September 1, 2026.

a. Reduction When Child Becomes 18. In accordance with U.C.A. §78B-12-219, when a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States or is emancipated, the base child support award is automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheet, unless otherwise provided in the child support order.

b. Mother is entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to U.C.A. §§30-3-5.1 and 62A-11-101, et. seq.

#### **CHILD CARE AND EXTRACURRICULAR ACTIVITIES**

6. Child Care Expenses. In accordance with U.C.A. §81-6-209, the parents will equally share the work-related child care expenses, in accordance with U.C.A. §78B-12-214 as follows:

a. Each parent will equally share the reasonable work-related child care expenses for the minor child.

b. If an actual expense for child care is incurred, a parent will begin paying their share within thirty (30) days of proof of the child care expense, but if the child care

expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

c. A parent who incurs child care expense will provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. Parents will pay their share of the child care within 30 days of receipt of verification that expenses were incurred.

d. The parent will notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to notify the other parent within said 30 days.

7. Extra-curricular Activities. The parties will equally divide the cost of extra-curricular activities for the minor children so long as the parties have mutually agreed to the activity in writing prior to a child being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the child in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling a child in extra-curricular activities will not interfere with the other party's parent-time unless the parties mutually agree.

8. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree

that this does not include private school tuition. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

### **INSURANCE**

9. Medical/Dental Expenses. In accordance §81-6-208, the court will order that insurance for the medical expenses of the minor children be provided by a parent. Either parent shall provide health care coverage for the medical expenses of their minor children as defined by §81-6-208. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children.

a. Each parent will 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 child will 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. A parent may deduct the other parent's health insurance premium share from the child support obligation if they are the child support obligor and are paying the health insurance premiums as indicated herein.

b. Each parent will share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

c. The parent ordered to maintain insurance will 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 will 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.

d. The parent who incurs medical and dental expenses will 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 shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

e. In addition to any other sanctions provided by the court, a parent incurring 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 comply with Subsection (d).

f. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner will be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Respondent will be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is 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 will be treated as if it is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent child.

g. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that medical/dental or school expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce at or before the day on which the service provider first renders medical/dental services or issues a bill for school fees.

#### **TAXES/TAX CREDITS**

10. 2025 Taxes. The parties shall be equally responsible for the 2025 tax liability, with each party responsible for fifty percent (50%) of the amount due. Amy will give Jarom her one-half portion of the tax liability within 30 days of September 11, 2026. Jarom will have 45 days from September 11, 2026 to pay the full tax liability.

11. Child Tax Benefits. Beginning with the 2026 tax year, the parties shall equally divide all child-related tax benefits for the minor children, including any federal or state credits, exemptions, advance payments, stimulus payments, or similar benefits associated with claiming a child.

a. So long as all five children remain eligible to be claimed, Amy shall claim L.M.P., A.A.P., and L.L.P. in even-numbered tax years and E.J.P. (March 2016) and E.J.P. (June 2020) in odd-numbered tax years. Jarom shall claim E.J.P. (March 2016) and E.J.P. (June 2020) in even-numbered tax years and L.M.P., A.A.P., and L.L.P. in odd-numbered tax years.

b. As the children cease to be eligible to be claimed, the parties shall continue to divide the eligible children as equally as possible. If an odd number of children

remain eligible, Amy shall claim the greater number of children in even-numbered tax years and Jarom shall claim the greater number of children in odd-numbered tax year.

c. Once only one child remains eligible to be claimed, Amy shall claim the child in even-numbered tax years, and Jarom shall claim the child in odd-numbered tax years.

d. A party obligated to pay child support may claim a child only if that party is current on all child support obligations as of December 31 of the applicable tax year.

### **ALIMONY**

12. Alimony. The issue of alimony was considered and negotiated by the parties as part of their overall settlement of the financial issues in this case. In consideration of the terms and concessions made by the parties, neither party shall be awarded alimony, and each party waives any claim for alimony from the other.

### **DEBTS**

13. Debts. The parties incurred debts during the marriage. In consideration of the terms and concessions made by the parties, and their agreements set forth in the Stipulation, each party shall be solely responsible for, and shall indemnify and hold the other harmless from, the debts assigned to that party below. The party assigned a debt shall be responsible for the entire balance owing on that debt, together with any interest, fees, or other charges, regardless of whether the actual balance differs from the amount stated below.:

| <i>Creditor</i>                      | <i>Obligation of:</i> |
|--------------------------------------|-----------------------|
| <b><u>Debts in Amy's name:</u></b>   |                       |
| HVAC Debt (Amy's name)               | Amy                   |
| Discover (Amys)                      | Amy                   |
| Citi Bank (Amy                       | Amy                   |
|                                      |                       |
| <b><u>Debts in Jarom's name:</u></b> |                       |
| Aid Vantage (education)              | Jarom                 |

|                              |       |
|------------------------------|-------|
| - Indigo (concora Credit)    | Jarom |
| -Destiny (concora Credit)    | Jarom |
| - Milestone (concora credit) | Jarom |
| - Kikoff, inc (credit card)  | Jarom |
| - Amex (43203)               | Jarom |
| - Amex (17593)               | Jarom |
| - Capital one                | Jarom |
| --JP Morgan Chase            | Jarom |
| - JP Morgan Chase            | Jarom |
| - Calvalry Portfolio         | Jarom |
| - Cavalry Portfolio          | Jarom |
| -- Nort American Recovery    | Jarom |
| -- Resurgent/ LVNV Funding   | Jarom |
| - Sunrise credit services    | Jarom |
|                              |       |
| <b><u>Joint debts</u></b>    |       |
| UCCU - (joint)               | Jarom |
| Wells Fargo (Joint)          | Jarom |
| MACU Signature Loan          | Amy   |

a. The parties stipulate and agree that Amy shall pay in full the joint UCCU and Wells Fargo debts and offset any payments against the \$65,000.00 property settlement as set forth herein. Jarom shall indemnify and hold Amy harmless from any further liability associated with these debts.

b. Neither party will incur any additional liability on joint credit cards or any joint accounts.

c. Other Debts. Each party will be responsible to pay any other debt he or she individually incurred. If any other joint debts are later discovered and not stated and divided herein, the person incurring the debt will be solely responsible for the payment thereof and shall hold the other party harmless therefrom.

d. Creditors. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless

otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

e. Notification to Creditors. The parties may notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

f. 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.

## **PROPERTY**

14. Personal Property. The parties have substantially divided their personal property. Amy has gathered several boxes (approx. 20) of Jarom's remaining personal property, which she shall place outside the marital residence in the driveway for Jarom to retrieve on September 26, 2026, unless inclement weather or other unforeseen circumstance requires rescheduling.

a. On September 26, 2026, Jarom will pick up his personal property from the house. He shall not enter the residence when retrieving the property. After reviewing the items, Jarom may notify Amy if he believes any of his personal property is missing.

b. If the parties are unable to resolve any significant disputed or missing items, each party shall prepare a detailed list of the personal property he or she has received or removed since separation, together with any property still in dispute, and the parties shall attempt

to resolve the remaining division through mediation. If mediation is unsuccessful, either party may seek resolution by the Court. As part of the agreed division of personal property, Jarom shall receive the Traeger grill, and Amy shall receive the Blackstone grill.

15. Vehicles. Amy shall be awarded the 2019 Chrysler Pacifica, together with any debt associated therewith, free and clear of any claim by Jarom. Jarom shall be awarded the 2013 Range Rover Sport, together with any debt associated therewith, free and clear of any claim by Amy. Amy shall pay in full the debt associated with the Chrysler Pacifica within thirty (30) days of September 11, 2026. Amy shall pay in full the debt associated with the Range Rover Sport and offset the payment amount against the \$65,000 property settlement payment as set forth herein. Jarom shall also be awarded the 2023 BMW R1250 GS Adventure, together with any debt associated therewith, free and clear of any claim by Amy. Each party shall indemnify and hold the other harmless from any debt associated with the vehicle awarded to that party.

16. Cellular Telephone. Amy shall be entitled to retain her current cellular telephone number. Jarom shall cooperate and take all steps reasonably necessary to allow Amy to port and transfer her telephone number from Jarom's cellular telephone plan to a separate plan in Amy's name. Jarom shall not cancel, disconnect, or otherwise interfere with Amy's telephone number before the transfer is completed.

17. Redlist Opportunity Holding. The parties shall cooperate in transferring one-half of Jarom's interest in Redlist Opportunity Holdings to Amy, if such transfer is reasonable and practicable. In the event such transfer is not reasonable and practicable, then Jarom shall retain in his name any interest he has in Redlist Opportunity Holding and/or any related Redlist entity ("Redlist Interest"); however, Amy shall be entitled to fifty percent (50%) of all income,

distributions, and net proceeds received by Jarom from the Redlist Interest, less any taxes owing in excess of \$1,000.00. Jarom shall be solely responsible for reporting all gains, losses, and other tax consequences associated with the Redlist Interest on his tax returns. Jarom shall promptly notify Amy of any distribution, sale, redemption, buyout, or other disposition of the Redlist Interest and shall pay Amy her fifty percent (50%) share, less estimated taxes in excess of \$1,000.00, within ten (10) days of receiving the funds. Jarom shall provide Amy with reasonable documentation of any amounts received.

18. Property Settlement. As a full and final settlement of the parties' respective claims relating to the division of the marital estate, Amy shall pay Jarom the sum of \$65,000.00, less the payoff for the UCCU joint account, Wells Fargo joint account and Range Rover.

19. She will pay said amount to Jarom within 30 days of September 11, 2026. Except for those assets, debts, and obligations specifically addressed elsewhere in this Decree, the \$65,000 payment constitutes a full and complete settlement of all claims between the parties relating to real property, personal property, division of marital assets, reimbursement claims, alleged dissipation or depletion of marital assets, and any other property-related or equitable claims arising from the marriage. Upon payment of the \$65,000, neither party shall have any further claim against the other arising from the division of the marital estate, except as expressly provided in this Decree.

20. Real Property. The parties own the marital residence located at 316 N. 1100 E., Orem, Utah 84097. Amy shall be awarded the marital residence, together with all equity therein, free and clear of any claim or interest of Jarom. Jarom's interest in the marital residence is included in and fully satisfied by the \$65,000 property settlement set forth above, and no

additional payment shall be due to Jarom for his interest in the residence. Amy shall refinance the residence into her sole name within six (6) months after entry of the Decree of Divorce.

21. Failure to Pay Property Settlement or Refinance. If Amy fails to pay Jarom the Property Settlement of \$65,000.00 minus the offsets within 30 days, the marital residence shall be immediately listed for sale. Jarom shall receive his \$65,000.00 minus the offsets upon sale of the marital residence. Additionally, if Amy fails to timely refinance the marital residence within 6 months, as provided above, the marital home shall be immediately listed for sale.

### **FINANCIAL ACCOUNTS**

22. Bank/Financial Accounts. Each party shall be awarded, as his or her sole and separate property, all bank and financial accounts held solely in that party's name, free and clear of any claim by the other party. Any joint bank or financial account shall be closed within ten (10) days of September 11, 2026, and any remaining funds in a joint account shall be equally divided between the parties at the time the account is closed. The parties shall cooperate and execute any documents necessary to close the joint accounts.

23. Retirement. Jarom has a retirement account through HealthEquity Retirement. Amy shall receive one-half of all benefits and accounts accrued pursuant to such plans during the marriage and her share shall include gains, losses, earnings, and interest from the date of the Decree to the date of account segregation. Jarom represents there have been no withdrawals from the retirement for no less than one year prior to the date the Petition for Divorce was filed but, if any withdrawals were made, the Wife will receive one-half of any such withdrawals.

a. A Qualified Domestic Relations Order shall be prepared by Rory Hendrix. Within 15 days after the Decree of Divorce is entered, Husband will provide a

retirement statement showing the balance as of the date the Decree is entered. Each party will pay one-half the cost of the total cost of preparation and one-half of all processing fees. The parties understand it is their responsibility to cause that the appropriate Qualified Domestic Relations Order(s) be prepared. The parties understand that the cost must be paid prior to the preparation of the QDRO. Husband is enjoined from withdrawing, transferring, pledging, or borrowing such benefits until an entry and acceptance of all appropriate QDROs by Plan Administrators. In the event that Husband receives any of the benefits awarded to the Wife from these accounts as indicated within this paragraph, Husband will receive that benefit in the form of a constructive trust for the Wife, and Husband is ordered to pay the benefit directly to Wife within thirty days of its receipt.

#### **MUTUAL RESTRAINTS**

24. Jarom and Amy shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. Jarom and Amy shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and will have the affirmative duty to use his or her best efforts to prevent third parties from such violation.

25. Neither party will use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, to post to websites such as Facebook or other social media.

#### **MISCELLANEOUS PROVISIONS**

26. Attorney's Fees and Costs. Each party shall assume and pay their own attorney's fees and costs.

27. Former Name. Amy shall be restored to her former name of Amy Louise Allen, should she so desire. The Court should enter an Order of Name Change, if necessary.

28. Private Guardian ad Litem. Rachel Whipple shall be released from her appointment as the Private Guardian ad Litem (“PGAL”).

29. Resolution. Except for exigent circumstances or enforcement, the parties shall participate in mediation prior to initiating litigation in the court.

30. Arrearages. Neither party owes outstanding arrears, except that Jarom’s child support obligation dates back to September 1, 2026.

### **DECREE OF DIVORCE**

Petitioner and Respondent are hereby granted a mutual Decree of Divorce and the bonds of matrimony heretofore existing between the parties are hereby dissolved, and the parties are hereby made free from all obligations by reason thereof. The divorce shall be final upon entry.

**\*\* THE DECREE OF DIVORCE WILL BECOME EFFECTIVE UPON THE COURT’S ELECTRONIC SIGNATURE AND ENTRY AS NOTED AT THE TOP OF THE FIRST PAGE\*\***

APPROVAL AS TO FORM:

*/s/ Yaiko Osaki Carranza*

With permission via email 9/17/26

YAIKO OSAKI CARRANZA,

Attorney for Respondent