The Order of the Court is stated below:
Dated: October 11, 2026 04:48:39 PM **/s/** DENISE M PORTER
District Court Judge

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IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH, PROVO DISTRICT

In the Matter of the Marriage of: SARAH NICOLE EVANS, Petitioner, and BRADLEY CHARLES EVANS Respondent.	**DECREE OF DIVORCE** Case Number 264401346 Judge Denise M. Porter Commissioner Marian Ito

The Court, having entered its Findings of Fact and Conclusions of Law, now hereby ORDERS, ADJUDGES, and DECREES as follows:

DISSOLUTION OF MARRIAGE AND GROUNDS

1. The parties are hereby awarded a *Decree of Divorce* due to irreconcilable differences, forever dissolving the bonds of matrimony heretofore existing between them, to become final upon signature and entry.

MINOR CHILDREN

2. There were two (2) minor children born during the marriage, namely: O.E., born November 2019, and A.E., born June 2022.

CUSTODY AND PARENT-TIME

3. Legal Custody. The parties are hereby awarded joint legal custody of their minor children pursuant to the Parenting Plan herein.

4. Physical Custody & Parent-Time. The parties are hereby awarded joint physical custody of their minor children. Unless the parties otherwise agree, the parties shall exercise regular parent-time pursuant to the following repeating two (2)-week schedule:

a. Brad's Regular Parent-Time. Unless otherwise agreed, Brad shall exercise regular parent-time as follows:

i. Brad shall have the minor children each week beginning Sunday at 5:30 p.m. and continuing until Wednesday at 3:30 p.m.

ii. On alternating weeks, Brad shall also exercise parent-time beginning Saturday at 12:00 p.m. and continuing through Sunday at 5:30 p.m., at which time Brad's regularly scheduled Sunday parent-time shall immediately commence and continue until Wednesday at 3:30 p.m.

b. Sarah's Regular Parent-Time. Unless otherwise agreed, Sarah shall exercise regular parent-time as follows:

i. Sarah shall have the minor children each week beginning Wednesday between 3:30 p.m. and 5:30 p.m. and continuing until Saturday at 12:00 p.m.

ii. Until the parties' daughter begins kindergarten, Sarah's pickup time on Wednesdays shall be flexible based upon her work schedule. Sarah shall give Brad at least seven (7) days advance notice of the time she will be picking up the minor children the following

Wednesday. Once both children are in school, Sarah shall be responsible to pick the children up at school on Wednesdays.

iii. On alternating weeks opposite Brad's Saturday parent-time, Sarah's parent-time shall continue from Saturday at 12:00 p.m. until Sunday at 5:30 p.m., at which time Brad's regularly scheduled Sunday parent-time shall commence.

5. Holiday Parent-Time. Holiday parent-time shall be as the parties can agree, but if they cannot agree, holiday parent-time shall be as set forth in this Paragraph.

a. The parties shall follow the calendar of the school district in which the children are enrolled for holidays related to school breaks.

b. Holiday parent-time shall take precedence over regular parent-time, and both parties shall be restrained from interrupting the other's holiday parent-time.

c. 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.

d. If there is more than one child and the children's school schedules vary for purposes 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.

e. 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.

f. A parent exercising parent-time for a child's birthday may bring other siblings along for the child's birthday.

g. Unless the parties agree otherwise, holiday parent-time shall be according to the following modified schedule:

Odd Years	**Even Years**	**Holiday and Time**
Brad	Sarah	**Dr. Martin Luther King Jr. Holiday** after school on the Friday before the holiday. Holiday ends upon delivering of the minor child to school on the day that school resumes.
Sarah	Brad	**Presidents' Day** after school on the Friday before holiday. Holiday ends upon delivering of the minor child to school on the day that school resumes.
Brad	Sarah	**Spring Break** after school on the day school lets. Holiday ends upon delivering of the minor child to school on the day that school resumes.
Sarah	Brad	**Memorial Day** after school on the Friday before holiday. Holiday ends upon delivering of the minor child to school on the day that school resumes.
Sarah	Sarah	**Mother's Day** 5:30 p.m. the day before Mother's Day to 8:30 p.m. on Mother's Day.
Brad	Brad	**Father's Day** 5:30 p.m. the day before Father's Day to 8:30 p.m. on Father's Day.
Sarah	Brad	**Juneteenth National Freedom Day** 5:30 p.m. before the holiday if the day before is not Father's Day (or 8:00 a.m. on the holiday if the day before is Father's Day). Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.

Brad	Sarah	**July 4th** 5:30 p.m. the day before holiday to the day after at 8:30 p.m.
Sarah	Brad	**July 24th** 5:30 p.m. the day before holiday to the day after at 8:30 p.m.
Brad	Sarah	**Labor Day** after school on the Friday before holiday. Holiday ends upon delivering the minor child to school on the day that school resumes.
Brad	Sarah	**Fall Break** after school on the day school lets out. Holiday ends upon delivering the minor child to school on the day that school resumes.
Sarah	Brad	**Halloween** after school to 8:30 p.m., or if school is not in session, 3:00 p.m. to 8:30 p.m.
Sarah	Brad	**Thanksgiving** after school on the day school lets out. Holiday ends upon delivering the minor child to school on the day that school resumes.
Brad	Sarah	**Winter Break (First Half)** beginning after school the day school lets out until December 27 at 8:30 p.m.
Sarah	Brad	**Winter Break (Second Half)** beginning December 27 at 8:30 p.m. Holiday ends upon delivering the minor child to school on the day that school resumes.
Brad	Sarah	The **day before or after child's birthday** 3:00 p.m. to 8:30 p.m.
Sarah	Brad	**Child's actual birthday** 3:00 p.m. to 8:30 p.m.

6. Summer Parent-Time. Each party shall be awarded two (2) uninterrupted parent-time weeks when school is not in session. Sarah shall have first choice of dates in even-numbered years, and Brad shall have first choice of dates in odd-numbered years. The party with first choice must provide written notice of their selected dates no later than May 1st. The party with second choice must provide written notice of their selected dates no later than May 15th. Failure to provide timely notice does not result in forfeiture of extended summer parent-time; however, if a party does not provide timely notice, the non-complying loses their priority and the complying party may select their own extended parent-time dates.

PARENTING PLAN

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

a. The receiving parent shall pick up the minor children from the other

parent's residence unless the parties agree otherwise.

b. School-to-school exchanges shall be utilized on Sarah's Wednesday pick-up once both children are in school, and otherwise when possible. When they are not otherwise possible, exchanges shall be at the parties' respective residences.

c. 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.

d. A spouse, grandparent, or other responsible adult known to the minor children and both parties may pick up or drop off the minor children for exchanges.

8. Communication Between Parties. Unless the parties agree otherwise, the parties shall communicate by text and email. The parties shall remain civil and polite in all of their communications, and they shall not disparage or denigrate the other parent, recite history, or cast blame for any past, current, or future circumstance which may negatively affect the children. On or before December 31, 2026, the parties shall complete the "Parenting with Love and Logic" online course and shall provide the other party a certificate of completion.

9. Notification of Child's Illness. The parties shall notify one another of any illness that the minor child(ren) experience during parent-time. They shall also keep one another informed of any medications prescribed for the child(ren), as well as any scheduled appointments with medical, dental or mental health professionals. Neither party shall schedule appointments for the minor child(ren) to occur during the other parent's parent-time without the consent of that parent.

10. Notification of Activities. Each parent shall have an affirmative duty to notify the

other parent within twenty-four (24) hours of receiving notice of any significant school, social, athletic, or community activity, event, or function in which the minor child will participate or for which the minor child will be recognized or honored unless the parents have equal notice to these activities.

11. Notification of Medical Emergency. In the event of a medical emergency involving the minor child(ren), each party shall make a reasonable effort to contact and consult with the other party. Such reasonable effort shall include calling the other party's work, home, and cell phone, and leaving a message describing the emergency and location of the minor child(ren) and provide written notification.

12. School and Medical Records. Both parties shall have unfettered access to all school and medical records and/or reports. Both parties shall be listed as a party that may check the minor children out of school.

13. School. The children shall continue to attend or shall enroll in Ascent in Lehi, and subsequent feeder schools for the location, unless mutually agreed in writing by the parties.

14. Communication with the Minor Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor children, in the form of mail privileges, telephone communication, and virtual parent-time as may be appropriate given the age of the minor children. If the children request to call the other parent, the parent with parent-time shall facilitate that request.

15. Day-to-day Decisions. 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.

16. Dispute Resolution Mechanism. The parties shall discuss, in writing, all other significant decisions regarding the children, including, but not limited to, the children's

education, health care, and religious upbringing. Specifically, the parents shall exchange information concerning the health, education, and welfare of the children, and where possible, confer before making decisions concerning any of these areas. If the parties cannot reach a mutual decision, the parties shall participate in mediation in an effort to resolve the dispute. The parties shall equally divide the cost of mediation. If the parties are unable to reach an agreement through mediation, either party may seek resolution by filing an appropriate motion with the Court to review and rule upon the decision regarding the child, considering the best interests of the child, and based upon the preponderance evidentiary standard.

17. Emergency Decisions. Each party may make emergency decisions regarding the health and safety of a child without first obtaining the consent of the other party, however, they shall immediately notify the other party in writing in the event of such an emergency, both as to the nature of the emergency and any emergency decision that has been made. Mutual decision-making shall resume pursuant to the foregoing Dispute Resolution Mechanism, however, as soon as reasonably practicable.

18. Travel. If a parent plans to travel with the child(ren), or is arranging for the children to travel with a third party, sports team, religious group, school group or friends, the parent arranging the travel shall notify the other parent at least fourteen (14) days before the anticipated date of departure and shall provide the other parent with:

a. an itinerary of the travel dates;

b. destinations;

c. places where the travelling parent can be reached;

d. names of persons who will be traveling with the children;

e. contact information for the locations where the children will be staying;

and

f. the name and telephone number of an available third person who would be knowledgeable of the children's location.

19. Therapy. The parties' son shall continue to attend therapy. The parties shall follow the recommendations of the therapist as to frequency and duration of such therapy, unless the parties agree otherwise. The parties shall consider future therapy for one or both children if there appears to be a compelling need or behaviors or concerns that would reasonably be addressed in therapy or with therapeutic intervention.

20. Caregiver Prohibition. The minor children shall not be left in the care or supervision of anyone: (a) known by the parent to be on a sexual offender registry; (b) known by the parent to have been convicted of a crime involving the endangerment of children, domestic violence toward children; or (c) known by the parent to have been the subject of a substantiated finding by DCFS that minor children have been endangered or neglected. In the event the children are around any individual subject to this prohibition, the children shall remain within the line-of-sight of the parent.

21. Right of First Refusal. Parental care is preferable to surrogate care for the minor children. Each party shall have first option to provide care for the minor child over any other third party (i.e., surrogate care) if the parent responsible for the minor child is not available for a period of overnight or longer during parent-time, and the other parent shall be entitled to parent-time if that parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (a) provide all transportation to and from parent-time and (b) provide direct parental care. For purposes of this provision, "overnight" shall mean any period during which the minor children would ordinarily

be put to bed for the night and the parent exercising parent-time is unavailable to personally provide care for the minor children at that time.

22. Relocation. All of the terms provided in Utah Code § 81-9-209 (2026) shall be fully incorporated into the *Decree of Divorce* as binding provisions on both parties as those code provisions have been interpreted through Utah case law including Ross v. Ross, 2019 UT App 104, 447 P.3d 104.

MUTUAL RESTRAINING ORDERS

23. 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 their best interest.

24. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

25. The parties shall not use their children to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting or the parent-time schedule in front of the children.

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

27. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such

circumstances.

CHILD SUPPORT

28. Sarah's Income. Sarah is currently employed and has imputed gross monthly income of $7,795.

29. Brad's Income. Brad is currently employed and has established gross monthly income of $15,039.

30. Child Support Award. Pursuant to the Utah Uniform Child Support Guidelines § 81-6-204, the parties' respective incomes, and a Joint Physical Custody Worksheet, Brad is hereby ordered to pay child support to Sarah in the amount of $505.00 per month commencing November 1, 2026.

31. Due Date of Base Child Support Payment. The monthly base child support shall be paid one half on or before the fifth (5th) day of each month, and the other half on or before the 20th day of each month, unless a parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the fifth (5th) day of the month shall be deemed delinquent on the sixth (6th) day of the month.

32. Termination of Child Support. Pursuant to Utah Code § 81-6-213, unless the Court orders otherwise, support for a child terminates at the time (i) the child becomes eighteen (18) years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (ii) the child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated in accordance with Utah Code §78A-6-801 et seq.

33. Modification of Child Support. Under Utah Code § 81-6-212, a party has a right to modify this child support order at any time by petition if there has been a substantial change in

circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others; and if the change is not of a temporary nature and it results in a 15% or more difference between the amount previously ordered and the new amount of child support calculated using the appropriate child support worksheet. Additionally, the parents shall have a right to adjust this child support order by motion after three (3) years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code § 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount. In any proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

HEALTH INSURANCE & MEDICAL EXPENSES

34. Health Insurance. Pursuant to Utah Code § 81-6-208, the parties shall maintain and equally pay for the health insurance premium for the benefit of the minor children so long as it is available at reasonable cost through employment of either party, government subsidy, public assistance, or otherwise, and so long as it is required by law, but at least until the child(ren) shall reach the age of majority and complete high school with his/her usual class, marry, or otherwise

becomes emancipated, whichever should first occur.

35. Calculating the Child's Portion of the Premium. The child(ren)'s portion of the premium is a per capita share of the premium actually paid. The premium expense for the child(ren) 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 (two children).

36. Verification of Coverage. The parent maintaining insurance for the minor child shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 et seq., upon initial enrollment of the children, and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

37. Medical Expenses. Each party shall pay fifty percent (50%) of any deductible amounts and fifty percent (50%) of all non-covered medical and dental expenses for the minor children. The party who incurs the medical expense shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. Upon receipt of such documentation, the non-paying party shall reimburse his or her share within thirty (30) days.

38. Designation of Primary & Secondary Health Insurance Coverage. Pursuant to Utah Code § 81-6-208(3)(c), if, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parties, the health, hospital, or dental insurance plan of Brad shall be primary coverage for the dependent children and the health, hospital, or

dental insurance plan of Sarah shall be secondary coverage for the dependent children. If a parent marries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the married parent and shall retain the same designation as the primary or secondary plan of the dependent children.

CHILDCARE EXPENSES

39. Duty to Pay Childcare Expenses. Pursuant to Utah Code § 81-6-209, each parent shall share equally the reasonable work-related childcare expenses of the parents.

40. Due Date of Payment. A parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare 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.

41. Duty to Notify Other Parent. A parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall also notify the other parent of any change of childcare provider or the monthly expense of childcare within seven (7) calendar days of the date of the change.

42. Childcare Provided by Family Members. Childcare provided by family members shall be deemed to be free.

SCHOOL & EXTRACURRICULAR ACTIVITIES & EXPENSES

43. Mandatory School Fees. Each parent shall share equally the cost of any mandatory school fees.

44. Extracurricular Activities. Each parent shall share equally the cost of any

extracurricular activities incurred on behalf of the minor children that are agreed upon in advance and in writing by both parents.

a. The parent who directly pays for such expenses shall provide a receipt or other written verification of payment to the other parent within thirty (30) days. Upon receipt of such documentation, the non-paying party shall reimburse his or her share within thirty (30) days.

b. A party shall not unreasonably withhold consent for the child to participate in extracurricular activities.

CHILD TAX EXEMPTIONS

45. Right to Claim Exemptions. The parties shall share the child tax credits, deductions, exemptions, and any other benefits associated with the minor children with Brad claiming A.E. and Sarah claiming O.E. each year. If and when there is only one (1) child remaining, the parties shall alternate claiming the remaining child with Brad claiming in even-numbered years and Sarah claiming in odd-numbered years. If, on December 31 of any year, either party is behind on any support payments ordered pursuant to the *Decree of Divorce*, that party shall waive their right to claim any minor child for that year. The parties shall follow all IRS guidelines as to filing status.

MARITAL PROPERTY

46. Real Property. The parties acquired an interest in real property during the marriage located at 3152 W. Desert Lily Drive, Lehi, UT 84043 (the "Home").

47. Home Awarded to Brad. The Home is hereby awarded to Brad as his sole and separate property, subject to any existing mortgage or other encumbrances thereon. Sarah shall sign a quitclaim deed to the Home upon her receipt of her share of the equity as set forth herein.

Beginning November 1, 2026, Brad shall be solely responsible to pay the monthly mortgage payment, insurance, taxes, utilities, and other costs associated with the Home.

48. Sarah's Equity Interest. Sarah shall receive one-half (1/2) of the equity in the Home as set forth herein:

a. Brad shall pay to Sarah one-half of the total equity in the Home, determined as set forth herein. The Home shall be appraised by Joseph Gordon. The parties shall equally share the cost of the appraisal. The appraisal shall be completed by November 1, 2026. The parties shall each participate with the appraisal process as requested by Joe Gordon, and neither party shall unreasonably delay the appraisal process.

b. The Home's equity shall be the difference between the appraised value determined by the appraiser, and the then-current mortgage balance on the Home as of the date of the appraisal report. Sarah shall be entitled to one-half of the total equity ("Sarah's Equity"). Brad shall have six (6) months from receipt of the appraisal report to pay Sarah's Equity to Sarah, which shall be payable as follows:

i. Brad shall pay fifty percent (50%) of Sarah's Equity in the marital residence in cash on or before the date which is six (6) months following the date of the appraisal report.

ii. The remaining fifty percent (50%) of Sarah's Equity in the marital residence shall be paid by adding this specific dollar amount to Sarah's total distribution from Brad's Fidelity 401(k), to be accomplished via the single, consolidated QDRO outlined in the Retirement Accounts section.

iii. If Sarah incurs income taxes as a direct result of receiving Sarah's Equity, Brad shall reimburse her for those amounts. Sarah shall provide Brad with a copy of her proposed tax return and supporting documentation showing the taxes attributable to the payment at least thirty (30) days before filing the return. Brad shall review the provided return and supporting documentation and inform Sarah of any proposed changes. The parties shall work together to reconcile any differences between the proposed and revised returns. Brad shall pay the documented amount within thirty (30) days after receiving the documentation. Brad's reimbursement obligation does not extend to taxes or penalties caused by Sarah's later voluntary withdrawal of the funds.

c. Upon payment of this sum, Sarah shall execute a quitclaim deed pursuant to the terms herein, granting title in the Home to Brad. Brad shall prepare the quitclaim deed and present it to Sarah. Sarah shall execute any other documents requested by Brad no later than seven (7) days following Brad's request for such documentation.

d. While any amount remains due and owing to Sarah under this Paragraph, Sarah shall have an equitable lien against the Home for the total, unpaid amount of her equity.

e. Neither party shall further encumber the Home while any portion of Sarah's Equity remains due and owing. If Brad needs to further encumber the Home as part of the transaction which pays Sarah's Equity in full, that shall be acceptable.

f. If Brad is unable to pay Sarah her full share of the equity in the Home as

set forth in this Paragraph when due, Brad shall immediately list the Home for sale with a licensed Realtor. In this event the home must be listed for sale by June 30, 2027. Brad shall follow the recommendations of the Realtor as to asking price, home presentation, offer acceptance, and other matters. Unless both parties agree in writing otherwise, Brad shall accept the first reasonable offer received, meaning the first offer that is equal to or greater than ninety-five percent (95%) of the listing price.

g. If the Home is sold, the proceeds shall be applied as follows:

i. First, to pay any sales commissions and closing costs due from the parties;

ii. Second, to pay off any mortgage or other loans outstanding against the Home; and

iii. Third, to pay Sarah any remaining unpaid portion of Sarah's Equity; and

iv. Fourth, any remaining proceeds shall be delivered to Brad.

49. Motor Vehicles. The parties acquired vehicles during the marriage. Brad is hereby awarded the 2026 Tesla Model Y free and clear of any claim of Sarah. Sarah is hereby awarded the 2023 Nissan Pathfinder free and clear of any claim of Brad. The parties shall hold the other harmless and indemnify the other with regard to any debts or liabilities associated with the vehicles he or she is awarded. Beginning November 1, 2026, Sarah shall be solely responsible for all payments, fees, costs, and expenses associated with the 2023 Nissan Pathfinder. Sarah shall refinance the vehicle into her sole name no later than six (6) months from the date of the *Stipulation*. The parties shall remove the other party from the title associated with the motor vehicle awarded to him or her within sixty (60) days of entry of the *Decree of Divorce*. Both

parties shall immediately delete any application or online account through which that party could access or track a vehicle awarded to the other party. Each party shall immediately provide to the other any extra keys, key fobs, or other documents or equipment in their possession pertaining to a vehicle awarded to the other party.

50. Other Personal Property. The parties acquired various items of personal property prior to and during the course of the marriage. This personal property shall be divided as follows:

a. Sarah shall be awarded all personal property currently in her possession. In addition, Sarah shall be awarded the following items of personal property currently in Brad's possession:

i. The original Shutterfly photo books;

ii. The hard drive containing family photographs, subject to Brad's right to make copies of the Evans Family photos on the hard drive;

iii. The children's baby teeth; and

iv. One-half of the children's school projects and other assorted items currently in a storage bin in the garage.

v. The parties shall mutually agree upon a date and time during the month of October to meet and divide the children's school projects and other assorted items currently in a storage bin in the garage. Unless the parties otherwise agree, the parties shall determine by coin toss which party shall make the first selection and shall thereafter alternate selecting items until all school projects have been divided. The parties shall be allowed to photograph any sentimental items awarded to the other party

vi. Any items handmade for the children by either parent or a member of that parent's family shall be awarded to that parent.

b. Brad shall be awarded all personal property currently in his possession, except for those items listed above.

c. Within seven (7) days of the *Stipulation*, Brad shall be provided the login information for Sarah's family Shutterfly account. Brad shall have until November 1, 2026, to download and order copies of any of the books containing photographs of the minor children. Brad shall not view or copy any photographs other than those books compiled for Sarah, Brad, and the minor children.

d. The parties share a family iCloud account, wherein both Brad and Sarah have their separate iCloud accounts, paid as a family plan. The parties shall each be awarded their separate iCloud accounts, and must maintain their own storage plans separate from the other starting November 1, 2026. To maintain access to their separate accounts, the parties will each need to enroll into an individual iCloud plan by November 1, 2026.

51. Retirement Accounts. During the marriage, the parties acquired and added to retirement accounts, 401(k)s, IRAs, and/or deferred compensation plans, including the following: Brad's Fidelity 401(k), Brad's Vanguard Roth IRA, Sarah's Vanguard Roth IRA, and the National Benefit Services Health Savings Account ("HSA"). These retirement accounts and assets shall be equally divided between the parties as follows:

a. Except for Brad's Fidelity 401(k), each party shall be entitled to fifty percent (50%) of the total balance of the retirement accounts (including the HSA) from the valuation date, September 25, 2026. Sarah's total award from Brad's Fidelity 401(k)

shall be distributed via a single consolidated Qualified Domestic Relations Order (QDRO). This single QDRO shall award Sarah a total consolidated amount equal to: (1) fifty percent (50%) of the Fidelity 401(k) account balance as of September 25, 2026, PLUS (2) an amount equal to fifty percent (50%) of Sarah's Equity in the Home (as determined by the appraisal process set forth herein), PLUS (3) the $30,000 Global Settlement amount set forth herein.

b. The parties shall retain Rori Hendrix to complete the required Qualified Domestic Relations Orders (hereinafter "QDRO") to divide these accounts. The parties shall retain Ms. Hendrix immediately upon receipt of the appraisal report for the Home as set forth in Paragraph 48. 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.

c. The parties shall provide Ms. Hendrix all requested information within seven (7) days of her request.

d. The balance of retirement accounts to be divided shall not be reduced by the balance of any loans against such accounts.

e. The accounts shall be valuated as of September 25, 2026. Neither party shall obtain any further loan against their account, withdraw from their account, or otherwise dissipate or encumber their account before division.

52. Business Interests: Sarah. Sarah has an ownership interest in a business known as Cedar Ridge Therapy PLLC ("Cedar Ridge"). Sarah shall be awarded Cedar Ridge free and clear of any claim by Brad now or in the future, including but not limited to full control and decision-

making authority, property, vehicles, assets, financial accounts, debts, income, stocks, etc. associated with said business interest(s). Sarah shall be solely responsible for all debts, accounts payable, taxes, fees, and obligations of any kind pertaining to Cedar Ridge. Sarah shall indemnify and hold Brad harmless from any such obligations.

53. Business Interests: Brad. Brad has an ownership interest in a gaming business ("Brad's Business"). Brad shall be awarded Brad's Business free and clear of any claim by Sarah now or in the future, including but not limited to full control and decision-making authority, property, vehicles, assets, financial accounts, debts, income, stocks, etc. associated with said business interest(s). Brad shall be solely responsible for all debts, accounts payable, taxes, fees, and obligations of any kind pertaining to Brad's Business. Brad shall indemnify and hold Sarah harmless from any such obligations.

54. Financial Accounts. The parties acquired various checking, savings, and other financial accounts during the course of the marriage, which shall be valued based upon the balances in each account as of September 25, 2026, and divided as follows:

Financial Institution	***Approx. Balance***	***Awarded to***
Ally Bank checking #5373	$9,629.45	½ to Brad, ½ to Sarah
Vanguard #9118	$10,754.37	½ to Brad, ½ to Sarah
Fidelity Cash #2097	$8,343	½ to Brad, ½ to Sarah
Fidelity Shares PRG/ Bonus Shares (transferred in-kind)	$37,404.78	½ to Brad, ½ to Sarah
Robinhood Cash #0602	$65,109.11	½ to Brad, ½ to Sarah
Robinhood Stocks/Options #0602 (transferred in-kind)	$2,187.49	½ to Brad, ½ to Sarah
Vanguard Roth IRA #9118 (Brad)	$72,375	Divided per Paragraph 51
Fidelity 401(k) (Brad)	$242,083.96	Divided per Paragraph 51

Vanguard Roth IRA #[3439] (Sarah)	$22,969.87	Divided per Paragraph 51
Robinhood Crypto (transferred in-kind)	$4,788.32	½ to Brad, ½ to Sarah
Robinhood Wallet Crypto (transferred in-kind)	$2,498.56	½ to Brad, ½ to Sarah
Coinbase Crypto (transferred in-kind)	$249.95	½ to Brad, ½ to Sarah
Kalshi	$171.48	½ to Brad, ½ to Sarah
Capital One checking #9490	$2,877.80	½ to Brad, ½ to Sarah
Capital One savings #0339	$100.85	½ to Brad, ½ to Sarah
Fidelity RSUs (unvested)	$33,000	Brad
Bank of Utah/ Cedar Ridge Therapy (Sarah)	$8,810.17	Sarah
Ally Bank Savings Account 9240	$27,918.45	Account to be distributed into two 529 accounts, one for each child, for benefit of children, with both parties listed as custodians of the accounts

a. The parties' joint JPMorgan Chase accounts shall remain the parties' primary operating accounts through October 31, 2026. During that time, the parties shall continue to use the accounts in substantially the same manner as they have during the pendency of this case. Brad shall continue to have his income directly deposited into the joint accounts through October 31, 2026, and Sarah shall deposit $5,500 into the joint accounts for the month of October. The parties shall continue to pay their expected, ordinary, and customary monthly bills and expenses from the joint accounts through October 31, 2026. Such expenses shall include the parties' respective fees paid to the mediator incurred on September 25, 2026, and the expenses associated with Brad's planned travel with the children beginning September 26 to October 6, 2026, and Sarah's

planned travel with the children beginning October 7 to October 17, 2026. The parties shall each pay the outstanding sums owing on their credit cards from this account on October 31, 2026. On November 1, 2026, any funds remaining in the joint accounts shall be divided equally between the parties. Following the equal division of the remaining funds, the joint accounts are hereby awarded to Brad.

b. Any non-retirement financial accounts or assets held in stocks, cryptocurrency, or other investment assets shall be divided equally in-kind between the parties.

c. The balance in the Ally savings account as of September 25, 2026, shall be transferred to Section 529 education savings accounts for the children, with one-half (50%) of that balance deposited into an account for each child. The parties shall complete the transfers by December 1, 2026, and provide the December 1 account statement and confirmation of the deposits. Both parties shall have access to the accounts.

d. Brad is hereby awarded all right, title, and interest in and to any unvested restricted stock units ("RSUs").

e. The parties shall reasonably cooperate to complete all in-kind transfers and the division of non-retirement financial assets as soon as practicable, but no later than sixty (60) days from the date of the *Stipulation*.

MARITAL DEBTS AND OBLIGATIONS

55. Debts and Obligations. Effective November 1, 2026, each party shall be solely responsible for any debt or obligation held in that party's individual name and shall indemnify and hold the other party harmless from the same. The parties acknowledge that they customarily pay their credit card balances in full each month and do not carry revolving balances. On

October 31, 2026, the parties shall pay in full all credit card balances incurred through that date using funds from the joint JPMorgan Chase accounts.

56. No New Debts. Neither party shall incur any other debts, obligations or liabilities on the other party's credit or do anything for which the other party may be legally liable. Each party shall indemnify and hold the other harmless from loss and/or liability from the debts assigned herein, and their associated obligations or liabilities which may exist or come into existence in violation of the foregoing. Pursuant to Utah Code § 15-4-6.5, the parties shall provide a copy of the parties' *Decree of Divorce* to all creditors of the parties existing at the time of the entry of the *Decree of Divorce*.

GLOBAL SETTLEMENT

57. Brad shall pay Sarah the sum of $30,000, representing Sarah's equitable share of the marital estate and constituting a full and final settlement of all claims between the parties. This $30,000 sum shall be paid by adding this specific amount to Sarah's total distribution from Brad's Fidelity 401(k), to be accomplished via the single, consolidated QDRO outlined in the Retirement Accounts section.

ALIMONY

58. Both parties being able to provide for their own needs, neither party shall be awarded alimony now or in the future.

LIFE INSURANCE ACKNOWLEDGEMENT

59. Pursuant to Utah Code § 81-4-406(3)(d), if a party owns a life insurance policy or an annuity contract, there shall be an acknowledgement by the court that the party:

a. Has reviewed and updated, where appropriate, the list of beneficiaries;

b. Has affirmed that those listed as beneficiaries are in fact the intended

beneficiaries after the divorce becomes final; and

c. Understands that, if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract.

MISCELLANEOUS PROVISIONS

60. Name Change. Sarah shall be restored to the use of her name "Sarah Nicole Thaden" if she so desires. The *Decree of Divorce* shall act as her name change order.

61. Execution of Deeds. Each party shall execute such deeds, contracts, agreements, or other conveyances as may be necessary to carry out the terms of the *Decree of Divorce*, within thirty (30) days of entry. Should a party fail to comply within sixty (60) days of entry, the other party may bring an order to show cause at the expense of the disobedient party and seek that the court appoint some other person to execute the document, pursuant to Utah Rule of Civil Procedure 70 (2026). Any document executed pursuant to Rule 70 (2026) shall have the same effect as if executed by the disobedient party.

62. Attorney Fees. Each party shall pay his or her own reasonable attorney fees and costs incurred herein.

63. Failure to Comply. In the event that either party fails to comply with his or her obligations ordered hereafter, the party who failed to comply with his or her obligations shall be liable to the other party for all reasonable expenses, including attorney fees, incurred in the enforcement of the obligations created by the Court's orders.

****THIS DOCUMENT CONSTITUTES A BINDING ORDER OF THE COURT WHEN IT BEARS THE JUDGE'S SEAL AT THE TOP OF THE FIRST PAGE****

APPROVAL AS TO FORM BY:

*/s/ John Seegrist**
JOHN SEEGRIST
LPP For Sarah Evans
*Written authorization to affix electronic signature on record with e-filer.

RULE 7(j) NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, a true and correct copy of the above **DECREE OF DIVORCE** was served by the means indicated in the Certificate of Service attached hereto, on September 29, 2026, to the parties indicated therein. Notice of objections to this order must be submitted to counsel within seven days after service. Should no objections to this order be submitted to counsel within seven days after service, this Order should be presented to the Court for entry and signature.

/s/ Hayli Dickey
HAYLI DICKEY
Attorney for Brad Evans

CERTIFICATE OF SERVICE

I certify that on September 29, 2026, I served a true and correct copy of the foregoing **DECREE OF DIVORCE** with the Court causing service to be effectuated on the following via method indicated:

John Seegrist (UT-61035)
LPP for Sarah Evans
john@stillwaterfamilylaw.com

/s/ Jen Linschoten