The Order of the Court is stated below:
Dated: October 19, 2026 08:53:45 PM **/s/** DEREK P PULLAN
District Court Judge

Robert M. Jepson #20265

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Attorney-Mediator for the Parties

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH	
In the Matter of the Marriage of	DECREE OF DIVORCE Case No.: 264402736 Judge: Derek Pullan Commissioner: Marian Ito
CHRISTOPHER NOKES, Petitioner, and REBEKAH HOLLY, *aka Rebekah Nokes,* Respondent.	

This Court having reviewed the parties' Stipulation and Settlement Agreement, and

having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing, now therefore:

IT IS HEREBY ORDERED, as follows:

CUSTODY & PARENT TIME

1. **Physical Custody.** The parties agree to share joint physical custody on a 50-50 basis. They will follow a 2-2-5 schedule, as depicted below, unless they mutually agree otherwise.

	Mon	**Tues**	**Wed**	**Thurs**	**Fri**	**Sat**	**Sun**
Week 1	Rebekah	Rebekah	Chris	Chris	Chris	Rebekah	Rebekah
Week 2	Rebekah	Rebekah	Chris	Chris	Chris	Chris	Rebekah
Week 3	Rebekah	Rebekah	Chris	Chris	Chris	Rebekah	Rebekah
Week 4	Rebekah	Rebekah	Chris	Chris	Chris	Chris	Rebekah

2. **Transportation & Exchanges.** The parent who is beginning their parent time will pick up from the other parent's residence.
    a. On Wednesdays, Rebekah will drop off at school and pick up from school, and Chris will pick up from Rebekah's house at 9:00 p.m.
    b. On Rebekah's Saturdays, she will pick up from Chris's house at 10:00 a.m.
    c. On the weekends when Chris has the children, Rebekah will pick up from Chris's house at 9:00 p.m. on Sunday.
3. **Telephone and Virtual Contact with Children.** Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with

the children, including virtual parent-time if the equipment is reasonably available. The children shall be able to contact the parents at any reasonable time.

4. **Summer Time.** Each party may claim 10 consecutive overnights of uninterrupted parent time each summer. On odd years, Rebekah will elect first. On even years, Chris will elect first. The party electing first must provide the other with notice of their chosen dates by April 1st of each year. The other party will provide notice of their chosen dates by April 15th. The 10-overnight blocks shall not conflict with the other party's holiday time, such as July 4th or July 24th.
5. **Holidays.** The holidays shall be divided as the parties agree. If the parties cannot agree, the schedule will be according to Utah Code §81-9-303. Rebekah shall be designated the "non-custodial parent" for purposes of the holiday rotation, only. This designation does not imply that either party has any additional rights or privileges associated with the terms "custodial" and "non-custodial" parent.
    a. Spring Break. For Spring Break 2027 and 2028, each parent will have one child for the entire break. For 2027, Chris will have the younger child and Rebekah the older child. For 2028, Rebekah will have the younger child and Chris the older child. For subsequent Spring Breaks, they will alternate as described in §81-9-303.
6. **Special Events**. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the

life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

7. **Relocation.** The parties agree that so long as they are both living within a 30 mile radius of the current marital home, they will continue to exercise 50-50 custody. If either party moves more than 30 miles from the home, they will convene to discuss a new parent time schedule. If they cannot agree on a new schedule, they will follow the steps outlined in Utah Code §81-9-209.
8. **Legal Custody.** The parties shall have joint legal custody.

PARENTING PLAN

9. **Access to Records.** Both parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.
10. **Day to Day Decisions.** Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care. Neither party will attempt to control the day-to-day decisions of the other party.
11. **Major Decisions.** The major decisions concerning the children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If the parties cannot agree on a major decision, they will consult with a professional in the field and seek their recommendation. If the parties still cannot agree, they will attempt mediation. If mediation is not successful, either side may petition the courts to render a decision.

a. School: The parties agree the children will continue at their current school and subsequent schools in their pipeline, unless the parties mutually agree otherwise or both parties move outside of the children's current school district.

12. **Division of Responsibilities.** The parties agree that except for in the case of emergencies, they will divide medical and psychological care responsibilities as follows:
    a. Chris will be responsible for orthodontic care, therapy, psychiatric care, and psychiatric prescriptions.
    b. Rebekah will be responsible for dental care, optometry, routine medical care (yearly check ups, etc.) and non-psychiatric prescriptions.
    c. Each party will be responsible for transporting the children to extracurricular activities and work on their respective parent time days.
    d. The parties will exchange all necessary information pertaining to the topics above.
    e. The parties will generally endeavor to schedule the children's appointments during their own parent time. If an appointment is not available on a parent's time, they will coordinate with the other to schedule at a time that is most convenient to the other parents.
13. **Notification of Children's Events.** Both parents shall have access to information and will not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have

access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.

14. **Travel.** When the children travel with either parent out of state, all of the following will be provided to the other parent at least 24 hours prior to departure:
    a. An itinerary of travel dates;
    b. Destination;
    c. Places where the children or traveling parent can be reached; and, the name and telephone number of an available third person who would be knowledgeable of the children's location.
15. **Communication**. The parties will discuss all parenting concerns directly and will not use their children to deliver messages. The parties will be civil with one another.
16. **Mutual Restraining.** The parties shall not make disparaging remarks to one another or to their children about one another, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.
17. **Third Party Responsibility.** 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 child from such circumstances.

18. **Romantic Partners.** Neither party will introduce the children to any new romantic partners until they have been in a committed relationship with that person for at least 3 months.

CHILD SUPPORT AND EXPENSES

19. **Child Support.** Child Support shall be calculated as according to Utah Code §81-6-107 *et seq*. Father's gross monthly income is $8,000 per month. Mother's gross monthly imputed income is $2,750. The Mother has 183 overnights and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Therefore, while there are two minor children Father's monthly child support obligation to Mother shall be $447 per month. When the older child emancipates (turns 18 or graduates high school, whichever occurs later), child support shall automatically adjust to $273. When the younger child emancipates, child support shall automatically terminate.
20. **Payments and Arrears.** Payments shall begin the month following the entry of the Decree of Divorce. The parties agree there are no arrears outstanding as of the signing of this agreement.
    a. Child support, alimony payments, and reimbursements shall be due on the 15th of each month. Child support payments, alimony payments, and reimbursements for children's expenses will each be sent separately each month, rather than as one lump sum.

b. For expenses such as medical co-pays, extracurricular expenses, school lunches, etc., the parties will create a shared document where they can track the expenses, with the intent of splitting them evenly. On the 15th of each month, whichever party owes the other will send a payment to the other to balance the difference.

21. **Activity Costs**. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior written consent from the other parent shall be solely responsible for that expense.

22. **School Fees**. Unless the parties agree otherwise, 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.

23. **Medical/Dental Expenses**. The parties shall provide health care coverage for the minor children pursuant to Utah Code §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 in accordance with Utah Code §81-6-208.
    a. Each parent shall share equally the out-of-pocket costs actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.
    b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.
    c. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent 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 will be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of both parents, then each parent will cover the cost of their own plan. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

24. **Division of Accounts**. According to Utah Code §15-4-6.7 each party may elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.

25. **Dependency Exemption/Tax Credit**. The parties will share the dependency exemption/tax credit for the minor children as follows:

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

b. While there is one qualified child, Father will claim them for even tax years and Mother will claim for odd tax years.

c. In order to be eligible to claim, the party who owes child support must be current by December 31st of the tax year in question.

PROPERTY AND ASSETS

26. **Marital Home.** The parties own a home at 341 Stone Dr. in Santaquin, Utah. The parties agree that Chris will pay Rebekah her due equity in the home (defined herein) and then retain full ownership of the home. Within 180 days of the entry of the Decree of Divorce, Chris will refinance the home into his sole name will tender a lump sum of $154,577.05 to Rebekah. This shall fully satisfy Rebekah's claim of interest in the home. Chris shall be solely responsible for the solar panels and associated debt. In the event that Chris does not tender the $154,577.05 to Rebekah by the 180 day deadline, the house will immediately be listed for sale. The parties will use an agreed upon realtor and will reasonably comply with the realtor's recommendations regarding listing price, repairs, offers, and strategy for showing. The parties will accept the first reasonable offer they receive. Both parties will comply with the listing, showing, and closing processes. When the house sells, the parties will use the proceeds to retire the mortgage and solar panel debt, and pay the realtor fees and closing costs. Any remaining proceeds will be divided equally between the parties.

27. **Payment of Mortgage and Utilities**. Until the Decree of Divorce is entered, the parties will continue paying the mortgage and utilities as they have been historically. Once the Decree is entered, the parties will equally split the mortgage and utilities. Once Chris has paid Rebekah her portion of the equity, he will be solely responsible for the mortgage and utilities, subject to the terms of the Rental Agreement section described below.
28. **Rental Agreement.** When Chris pays Rebekah her portion of the equity, the parties will immediately enter into a rental agreement in which Chris is the landlord and Rebekah the tenant. The agreement shall be generally similar to the agreement the parties used with their tenants during the marriage. It shall specifically include the following terms:
    a. A provision relating to home maintenance responsibilities, carpet conditions, fixture conditions, and minor repairs, as in their current tenant contract.
    b. A termination clause stating that if Rebekah moves out earlier than the agreed-upon term, she will pay the remaining months in the contract at a discounted rate, to be determined by the parties.
    c. A 6-month term that may be renewed by mutual agreement between the parties.
    d. A set price of $2,100 per month for rent and $300 per month for utilities, including internet, which should start on the first of the following month.

e. A prohibition on subleasing and taking on roommates without explicit permission. However, short-term visitors are not prohibited.

29. **Vehicles.** Rebekah will be awarded the Honda CR-V, worth approximately $21,030.00. Chris will be awarded the Ford F-150, worth approximately $4,650. Both vehicles are paid off. Each party will cooperate in transferring titles as necessary.

30. **Retirement Accounts.** Chris will be awarded his traditional IRA with a current balance of approximately $132,022.87, but will transfer $68,112.58 to a new account for Rebekah. (The sum of $68,112.58 includes $2,500 in lump-sum alimony, which is detailed more below). Chris will also be awarded his Roth with a current balance of approximately $66,155.52. Rebekah will be awarded her 401k with a current balance of approximately $41,546.80.

31. **Children's My529 Plans.** The children's My 529 Plans will remain as they are.

32. **Checking & Savings Accounts.** The parties' various checking and savings accounts will be divided as follows. If any accounts are being transferred from Chris's name to Rebekah's, both parties will comply with the transfer process. Alternatively, Rebekah may open new accounts to receive the funds from the existing accounts. All of the account assignments and balance transfers described below will be executed within 30 days of the entry of the Decree of Divorce.

    a. <u>To Chris</u>

        i. Wells Fargo Checking 9709, approximate balance of $16,605.74

ii. MACU Money Market 9661, approximate balance of $76,747.48

1. $38,373.74 will be transferred from this account to Rebekah following the timeline described above.

iii. MACU Savings 9661, approximate balance of $0.21

b. To Rebekah

i. MACU Savings, approximate balance of $12,000.52

ii. MACU Checking, approximate balance of $1,381.33

iii. WF WAY2SAVE Savings 7699, approximate balance of $681.37

iv. WF WAY2SAVE Savings 0918, approximate balance of $1,603.73

v. MACU Checking & Savings 0772, approximate balance of $1,506.32

vi. MACU Checking & Savings 0775, approximate balance of $1,522.61

vii. Edward Jones Retirement (I), approximate balance of $3,424.25

viii. Edward Jones Retirement (II), approximate balance of $3,358.91

33. **Debts.** With the exception of the mortgage debt and solar panel debt described above, the parties have no shared marital debts. Any other debts not disclosed herein shall remain the property of the person whose name it is in. Both parties shall hold the other harmless from any penalties associated with such debts.

34. **Personal Property.** The following items will be awarded to the respective party. All other personal property will be divided as the parties agree. Until the parties have agreed on a full division of their property / items, neither will discard any items without the consent of the other. All of the items described in the lists below will be

exchanged within 30 days of the entry of the parties' Decree of Divorce, except for any items of furniture that the parties identify as requiring more time.

a. To Chris
    i. Baby boxes, with the intent of giving them to the minor children when they become adults
    ii. Frog stuffy
    iii. Giraffe stuffy
    iv. Elephant stuffy
    v. Chris's books
    vi. Decor in basement
    vii. 1 kayak
    viii. Camping gear
    ix. Ski gear
    x. Scuba gear
    xi. Guns
    xii. Shed
    xiii. Pergola
    xiv. Black couch
    xv. Sofa chair
    xvi. Girls beds
    xvii. Grill
    xviii. Dog
    xix. Guinea pig
    xx. Black kitchen table
    xxi. Craft room desks
    xxii. Lawn mower
    xxiii. Entertainment center
    xxiv. Garage freezer
    xxv. The tote containing wedding items, if found
    xxvi. Physical or digital copies of all wedding photos
    xxvii. The wedding signing book, if found
    xxviii. The original 2024 and 2025 tax documents
    xxix. Copies of the children's birth certificates and social security cards

xxx. Digital copies of any family photos in Rebekah's possession. Rebekah will put any and all family photos on a thumb drive and deliver it to Chris.

b. To Rebekah
   i. DVD player
   ii. Google Nest
   iii. Beach Shade Tent
   iv. One big cooler (either)
   v. Printed photo albums
   vi. Games that Rebekah has text Chris about
   vii. Doll stuff
   viii. Stuffed animals (except those listed in Chris's section, above)
   ix. Legos
   x. Any other toys
   xi. All holiday decor
   xii. All other books (besides Chris's)
   xiii. Any decor upstairs or in storage
   xiv. 1 kayak
   xv. Patio furniture
   xvi. Any tools where there are
   xvii. Two of the same
   xviii. Tan couch
   xix. Entry table
   xx. Living room TV
   xxi. Rebekah bedroom TV
   xxii. Laundry storage room shelving
   xxiii. Hope chest
   xxiv. All furniture in master bedroom
   xxv. Girls dressers
   xxvi. Everything in craft room, except desks
   xxvii. Desktop computer
   xxviii. Office bookshelf
   xxix. Office desk
   xxx. Printer
   xxxi. Her own birth certificate and social security card

xxxii. The original marriage certificate
xxxiii. The shoebox-sized box with wedding items
xxxiv. Copies of the 2024 and 2025 tax documents
xxxv. Digital photo frame

35. **Deeds and Titles.** Both parties will sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.

36. **Alimony.** Chris will pay alimony to Rebekah, which shall be divided into three parts:

    a. Retirement Funds: Chris will pay Rebekah $2,500 in retirement funds. This amount is factored into the division of retirement accounts described in the Retirement section, above.

    b. Up-front Cash Payment: Within 30 days following the entry of the Decree of Divorce, Chris will pay Rebekah $7,500 in cash.

    c. Monthly Payments: The month following the entry of the Decree of Divorce, Chris will pay Rebekah $800 per month for a period of five years (60 months). In the event that Rebekah remarries, cohabitates with a romantic partner, or deceases, alimony will automatically terminate with no option to renew.

37. **Timeline for Payments and Reimbursements.** Until the Decree of Divorce is entered, the parties will continue to share bills and expenses as they have historically. The month following the entry of Decree, each party will be responsible for their own health insurance, auto insurance, cell phone expenses, etc. If the parties need time to

establish their own health insurance, auto insurance, cell phone expenses, etc., then they will reimburse their portion of those expenses to the party who is paying them. Reimbursements shall be paid on the 15th of the month for that month's expenses. The party seeking reimbursement will provide proof of payment for each expense.

38. **Timeline for Transferring Assets and Liabilities**. Until the Decree of Divorce is entered, the parties will not transfer title or loan liability for any of their shared assets. Once the Decree is entered, the parties will transfer title and liability for their assets in accordance with this Stipulation.

OTHER

39. **Maiden Name.** Rebekah has recently legally changed her name to Rebekah Holly.
40. **Dispute Resolution.** If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.
41. **Independent Advice of Counsel.** The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

42. **Preparation of Final Documents.** The parties agree that final documents may be prepared and filed consistent with the terms of this agreement. Per Utah Code of Judicial Administration 3-2.4(c), the parties agree that mediator Robert Jepson may prepare and file said documents with the Utah Courts as the Attorney-Mediator for the parties.
43. **Divorce Education.** The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed, if they have not done so already.
44. **Drafting.** Both parties contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.
45. **Full Disclosure.** The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.
46. **Final Stipulation.** This Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of this Stipulation shall have any force

or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this stipulation.

END OF ORDER

– Signature of Judge Appears at Top of First Page –

APPROVED AS TO FORM AND CONTENT:

/s/Christopher Nokes
CHRISTOPHER NOKES,
Petitioner
Signed by Robert M. Jepson with written permission obtained on 10/6/2026

/s/Rebekah Holly
REBEKAH HOLLY (aka Rebekah Nokes),
Respondent
Signed by Robert M. Jepson with written permission obtained on 10/6/2026