The Order of the Court is stated below:
Dated: October 22, 2026 12:24:45 PM **/s/** ANTHONY HOWELL
District Court Judge

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

In the Matter of the Marriage of MALLARY BEAUDIN and MATTHEW BEAUDIN	**(PROPOSED) DECREE OF DIVORCE** Case No. 264402809 Judge Anthony Howell Commissioner Dustin Hardy

Before this court is the *Stipulation & Settlement Agreement* signed and submitted by the parties. The parties engaged in mediation on July 1, 2026, and came to a resolution of all matters as set forth in the Stipulation filed with this Court. The Court, having reviewed the Stipulation and having previously entered its Findings of Fact and Conclusions of Law, hereby ORDERS as follows:

1. Divorce. The parties are hereby granted a Decree of Divorce from each other, and the marriage between the parties is hereby dissolved.

2. Residency. The parties are residents of Utah County, Utah on the date this case was filed and were residents for at least 90 days immediately before filing this case.

3. Marriage. The parties were married on June 12, 2009, in Orlando, Florida.

4. Grounds. During the course of the marriage, the parties experienced irreconcilable differences which made the continuation of the marriage impossible.

5. Children. The following are minor children of the parties:

a. Z.J.B., born May 2013;

b. E.M.B., born April 2015;

c. P.M.B., born May 2018; and

d. J.E.B., born January 2020.

6. Home State. Utah is the home state of the minor children pursuant to Utah Code § 81-11-201.

PARENT TIME

7. Physical Custody. The parties are awarded joint physical custody of the minor children and will exercise parent time on a 50-50 basis. The schedule will be as the parties agree. If they cannot agree, they will use the following schedule:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mother	Mother	Father	Father	Father	Mother	Mother
Week 2	Mother	Mother	Father	Father	Father	Father	Mother
Week 3	Mother	Mother	Father	Father	Father	Mother	Mother
Week 4	Mother	Mother	Father	Father	Father	Father	Mother

8. Transportation. The parties will utilize school-to-school exchanges when school is in session. When school is not in session, the parent who is beginning their parent time will pick up from the other parent's residence, unless they agree otherwise in writing.

9. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any reasonable time.

10. Summer Time. Each party may claim two weeks of uninterrupted parent time each summer. On odd years, Father will elect first. On even years, Mother will elect first. The two-week blocks cannot conflict with the other party's holiday time, including July 4th or July 24th.

11. Holidays. The holidays shall be divided as the parties agree. If the parties cannot agree, the schedule will be according to Utah Code Ann. § 81-9-303. Mother shall be designated the 'custodial parent' for purposes of the holiday rotation.

12. 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.

13. Relocation. The parties will be bound by Utah Code Ann. § 81-9-209. If either party plans to move more than 50 miles away from where the oldest minor child is enrolled in school, the parties should meet to agree on a new parent time schedule. If they cannot agree, they should return to mediation on the issue before bringing the matter before the Courts.

14. Legal Custody. The parties shall have joint legal custody.

PARENTING PLAN

15. Access to Records. Both parties shall have access to medical records, school records, court records, and any other information or records concerning their children.

16. 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.

17. 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.

18. Therapy. The parties should discuss and agree on any therapy or mental healthcare treatment prior to engaging a child with a therapist.

19. Notification of Children's Events. Both parents should have access to information and should 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.

20. Travel. When the children travel with either parent out of state and will be away for at least one night, the following should 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.

21. 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.

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

23. 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.

24. Romantic Guests & Relationships. Both parties should also be restrained from introducing a minor child to any third party with whom either party is romantically involved, unless and until the third party has been in a serious and committed dating relationship with that party for at least six (6) months prior to the introduction or is engaged to be married to that party. During the six-month period, the parties should be prohibited from entertaining romantic overnight guests at their place of residence, or any other place, while exercising parent time with the minor children.

CHILD SUPPORT AND EXPENSES

25. Child Support. Child support shall be calculated according to Utah Code Ann. § 81-6-107. Mallary is employed as a nurse and earns an average gross income of $6,000 per month. Matthew is employed and earns gross income of $8,363 per month. Mallary has 183 overnights and Matthew has 182 overnights for purposes of the child support calculation on the Joint Physical Custody Worksheet. Accordingly, Father's monthly child support obligation is $243.00 per month.

26. Payments and Arrears. Payments shall begin the month following the signing of the Stipulation and shall be due in equal halves on the 5th and 20th of each month. The parties agree there are no outstanding child support arrears as of the signing of the Stipulation.

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

28. School Fees. Each party shall be responsible for fifty percent (50%) of any out-of-pocket school expenses (e.g., registration, books, required supplies, lab fees) incurred through and including high school, not including private school tuition. The party incurring the expense shall submit to the other party an invoice, bill, receipt, or other verification within thirty (30) days of payment or receipt, and shall be reimbursed by the other party within thirty (30) days of receipt of that verification.

29. Auto Insurance. The parties shall equally share the cost of auto insurance for the minor children while they are of driving age. Each party shall be responsible for their own individual auto insurance coverage.

30. Medical/Dental Expenses. The parties shall provide health care coverage for the minor children pursuant to Utah Code Ann. § 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 Ann. § 81-6-208. Matthew currently provides said insurance.

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, 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 this 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, prescription, deductible, and copayment expenses 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 those expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, then each parent will cover the cost of their own plan.

e. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but are covered by a step-parent's plan, the step-parent's plan 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.

31. Division of Accounts. Pursuant to Utah Code Ann. § 15-4-6.7, each party may elect for dental, medical, and school expenses to be paid from separate accounts for each parent so that the parents are not jointly obligated.

32. Childcare Expenses. The parties shall adopt Utah Code Ann. § 81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. Payments shall be made to the providers directly when possible; if that is not possible, reimbursement shall be made within 30 days of receipt.

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

a. While there are four qualifying children:

i. Mallary will claim the two younger children for odd-numbered tax years and the two older children for even-numbered tax years.

ii. Matthew will claim the two younger children for even-numbered tax years and the two older children for odd-numbered tax years.

b. While there are three qualifying children:

i. Mallary will claim the two younger children for odd-numbered tax years and the oldest child for even-numbered tax year.

ii. Matthew will claim the two younger children for even-numbered tax years and the oldest child for odd-numbered tax years.

c. While there are two qualifying children, the parties will each claim one child as a dependency exemption/tax credit; Mallary will claim the oldest child and Matthew will claim the youngest child.

d. While there is one qualifying child, Mallary will claim the child for odd-numbered tax years and Matthew will claim the child for even-numbered tax years.

e. The party who owes child support must be current by December 31 of the tax year in question to be eligible to claim the exemption or credit.

34. Taxes. The parties will file married, filing jointly for tax year 2025 if they have not already done so. The parties will equally share the cost of tax preparation and equally share any tax refund or tax liability.

35. Alimony. Neither party will be awarded alimony. All claims to alimony are waived, both now and in the future.

PROPERTY AND ASSETS

36. Marital Home. The parties own a home located at 3502 East Jacobs Way, Eagle Mountain, Utah 84005. The parties agree that until their oldest child reaches age 18 or graduates high school with their standard graduating class, whichever occurs later, they will both remain on the house title and mortgage. During this time, Matthew will have exclusive use of the property and will be solely responsible for the monthly mortgage and utilities.

a. The parties will equally split the property taxes.

b. Matthew will be responsible for any minor repairs to the home.

c. The parties should mutually agree upon any major repairs and equally share the cost, unless they agree otherwise in writing.

37. When the oldest child emancipates, as described above, the home should be sold using an agreed-upon realtor. When the home is sold, the parties will use the proceeds to pay the closing costs, the realtor fees, and any remaining mortgage on the home. Any remaining proceeds will be divided evenly. If, at that time, one party wishes to keep the home, they may offer to buy out the other's interest based on fair market value.

38. If both parties agree in writing to sell the home sooner, the home should be sold as the parties agree.

39. If one party wishes to sell the home sooner and the other does not, the parties agree that they will return to mediation to resolve the issue before seeking Court intervention.

40. **Vehicles.** Matthew is awarded the 2015 Nissan Versa and its associated debt. Mallary is awarded the 2020 Nissan Pathfinder and its associated debt. Both parties will sign any documents needed to facilitate the transfer of titles and loans on the vehicles.

41. **Retirement Accounts.** The parties will each keep the retirement accounts in their own names. Neither party shall have any claim to the other's accounts, either now or in the future.

42. **Cash & Savings Accounts.** The parties have already equitably divided the funds in their various checking and savings accounts. The parties will work together to remove Mallary from any joint accounts.

43. **Debts.** Mallary will be solely responsible for her student loan debt. With the exception of the vehicle debt and mortgage debt described above, the parties have no shared marital debts. Any other debts not disclosed herein shall remain the responsibility of the party in whose name

the debt is held. Both parties shall hold the other harmless from any penalties associated with such debts.

44. Personal Property. All other personal property will be divided as the parties agree.

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

OTHER

46. Maiden Name. Mallary shall have the option of restoring her name to her maiden name or any other name she so chooses.

47. Dispute Resolution. If the parties have any future disagreement pertaining to the 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 party initiates legal action. Either party may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

48. Independent Advice of Counsel. The parties acknowledge that the mediator specifically encouraged them to obtain independent legal advice from counsel of their own selection to be fully informed of their legal rights and obligations, and that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

49. Divorce Education. The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is filed.

50. Drafting. Both parties contributed to the drafting of the Stipulation, and no provision shall be construed against either party as the draftsman thereof.

51. Full Disclosure. Each party has warranted that there has been a complete, accurate, and current disclosure of all income, assets, and liabilities. The property referred to in the Stipulation represents all the property in which either party has any interest or right, whether legal or equitable, owned in full or in part by either party, separately or jointly.

52. Attorney's Fees and Costs. Each party shall assume and pay his or her own costs and attorney fees incurred in this action.

The Court's signature may appear at the top of the first page of this document.

DATED this 11th day of September, 2026.

FOX LAW UTAH

/s/ Andrew Fox
Andrew Fox
Attorney for Matthew Beaudin

Stipulated as to form:

/s/ Kyle Witherspoon
Kyle Witherspoon
Attorney for Mallary Beaudin
*signed with permission received via email.