The Order of the Court is stated below:
Dated: November 02, 2026 04:16:54 PM **/s/** THOMAS LOW
District Court Judge

JILL L. COIL (USB #13049)
T.R. MORGAN (USB #10026)
CHELSEA HOFFMAN (USB #19936)
COILLAW LLC
10815 South 700 East
Sandy, Utah 84070
Telephone: (801) 884-3775
Facsimile: (801) 401-7850
Email: tr@coillaw.com
chelsea@coillaw.com

Attorneys for Respondent

FOURTH JUDICIAL DISTRICT COURT – PROVO DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH

In the matter of the marriage of JOSEPHINE A. BILLS, Petitioner, and BRADY W. BILLS, Respondent.	**DECREE OF DIVORCE** Civil No. 264402222 Judge: THOMAS LOW Commissioner: DUSTIN HARDY

COMES NOW, Respondent, BRADY W. BILLS (*hereinafter* "Brady") and Petitioner, JOSEPHINE A. BILLS (*hereinafter* "Josephine"), having filed their respective Petition and Counter Petition, the parties participated in good faith negotiations and having entered into a *Stipulation and Settlement Agreement* (*hereinafter* "Stipulation")(Dkt. #29) resolving all issues in their divorce, and the Court having previously entered its written *Findings of Fact and Conclusions of Law*,

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

DIVORCE

1. DIVORCE. The parties are granted a divorce based upon their irreconcilable differences pursuant to Utah Code Ann. Section 81-4-405.

2. CHILDREN. The parties have three (3) children born to them of the marriage, to wit:

a. Za.B., born in January of 2015;

b. Zo.B. born in November of 2017; and,

c. Ze. B. born in May of 2020.

d. The parties do not expect any additional children.

3. UCCJEA JURISDICTION. Utah has jurisdiction over custody and parent-time because Utah is the home state of the child. Uniform Child Custody Jurisdiction and Enforcement Act under Utah Code 78B-13-102(7) and/or this case meets the criteria under Utah Code 78B-13-201(1), 207, and 208.

4. RULE 100 INFORMATION. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code 78B-13-101 et Seq. and The Uniform Interstate Family Support Act, Utah Code 78B-14-101 et Seq., the parties state upon information and belief, that:

a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the child which have been filed, or are pending, or have been completed with an order.

b. The parties are unaware of any criminal, delinquency or protective order cases involving a party or the child.

c. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the child and who claims to have custody, child support, and/or parent-time or visitation rights.

5. PHYSICAL CUSTODY. The parties are awarded joint physical custody of their children.

6. LEGAL CUSTODY. The parties are awarded joint legal custody of the children, with neither party having final say.

7. PARENT-TIME. Parent-time shall be as the parties agree. If they do not agree, the parties will exercise parent-time pursuant to a 60/40 split (i.e. Brady having the children for at least 5 of 14 nights), with the parties adopting the holiday schedule as they can agree, and in the absence of an agreement, as set forth in Utah Code §81-9-303 (with Brady having a maximum number of 145 overnights each year). The parties will meet together each month by the 21st of the month to plan physical custody/parent-time for the following month. This physical custody/parent-time arrangement will begin on October 1, 2026.

8. PARENT-TIME EXCHANGES. The parties may adjust the pick-up/drop-off times and locations as they mutually agree. If one or more children have a driver's license, they may transport themselves and the other children to and from parent-time.

9. A sibling, stepparent, or grandparent may pick up or drop off the children for parent-time. If a parent wants to use an individual other than a sibling, stepparent, or grandparent for parent-time exchanges, the other parent must be notified of the identity and telephone number of the individual.

10. Pick-ups and drop-offs will not be coordinated through the children, but directly between the parties.

11. During parent-time exchanges, the parties shall be prompt and timely. They shall have the children ready for parent-time. If unforeseen circumstances arise, the party whose circumstances changed shall give the other prompt notice of any delay, the remedy arranged, and the best estimate for how the exchange schedule will be affected.

12. HOLIDAY PARENT-TIME. As set forth above, the holiday parent-time shall be as set forth in Utah Code §81-9-303 unless otherwise agreed to by the parties.

13. Josephine shall be considered the custodial parent for purposes of interpreting and applying the holiday schedule.

14. 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.

15. EXTENDED PARENT-TIME. The parties' extended parent-time shall be as the parties can agree. If the parties cannot agree, extended parent-time shall be pursuant to Utah Code §81-9-303.

16. COMMUNICATION/VIRTUAL PARENT TIME. Each party may have telephone contact with the children at reasonable hours and for a reasonable duration. If the equipment is reasonably available, each party may have virtual parent-time (e.g., Facetime) with the children at reasonable hours and for a reasonable duration. The children may call either parent at any time.

17. TRAVEL/VACATIONS. The parties shall advise each other of the logistical details regarding out-of-state travel, vacation time, or when the children travel over 150 miles from either party's home. Such details must include contact information where the children may be reached in an emergency, and other means of communication where the children may be reached.

18. Josephine will maintain possession of the children's passports, birth certificates, Social Security cards, and other essential personal documents, and will provide Brady prompt access to those documents for travel or other reasonable administrative purposes, as needed.

19. RELOCATION. If either party moves more than seventy-five (75) miles from the other parent, they must follow the provisions outlined in Utah Code Ann. §81-9-209 and relevant Utah case law, which is incorporated by reference herein. The exception to the foregoing is that if Josephine sells the marital home and decides to move outside the children's current school district, the parties must in good faith try to stipulate to the terms of such relocation, and if Brady disagrees with such move then the issue will first be put to mediation and if no resolution can be submitted to the Court for a decision.

20. PARENTING PLAN. The child-related provisions herein constitute the proposed Parenting Plan, as set forth in Utah Code § 81-9-203.

21. The parties shall each give special consideration and make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the children or in the life of either party, which may inadvertently conflict with the parent-time schedule.

22. Each party will have direct access to all school reports and medical records and must be notified immediately if a medical emergency occurs. Each party shall list the other as an emergency/parent contact on any school or related form requesting such information.

23. Each party shall provide the other with his or her current address, telephone number, email address, and virtual parent-time access information, within 24 hours of any change.

24. The parties shall strive to maintain consistency in the children's lives, but each may make decisions regarding schedules, etc. during their own parent-time. The parties will implement and use an electronic calendar for coordinating the children's schedule. Placing the children's activity or event on the electronic calendar shall be deemed as giving notice of the event or activity to the other parent.

25. The parties shall not use, consume, or come under the influence of alcohol beyond the legal driving limit, illicit drugs, or prescription drugs not prescribed to them or used contrary to medical direction, within 24 hours of, or while exercising, parent-time.

26. The parties shall not allow any person using, consuming, or who is under the influence of alcohol, illicit drugs, or prescription drugs not prescribed to them or used contrary to medical direction, to be responsible for the children, or to be left alone with the children while that party is exercising parent-time.

27. The parties shall not smoke or vape in the presence of the children.

28. The parties shall not use future romantic partners to communicate with the children about this case or allow such partners to assume the parties' parental duties unless permitted herein (e.g. transporting the children).

29. The parties will not introduce the children to romantic partners unless and until they have been in a committed relationship for at least three (3) months.

30. The children will have an appropriate bedroom and/or bedrooms at each parent's residence (the children are permitted to share bedrooms with each other). The children are not permitted to share a bed or sleeping arrangement with any romantic partner of a party, other non-related adult or third party unless agreed upon by the parties. This provision shall be reasonably

applied and would not, for example, restrict a part and his or her future spouse from sharing a hotel room, camping tent, etc (but not the same bed) with the parties' children.

31. The parties understand and acknowledge that they both have a history of mental health related issues and may potentially have such in the future. Each party will, in good faith, and through reasonable accommodations, consider any new and/or ongoing mental health concerns which may affect each parent's ability to have and maintain parent-time schedules and to ensure a favorable and safe environment for the children, and each shall be willing to consider revisions to parent-time schedules on at least a temporary basis (or longer if needed) in the event any mental health issues arise in the future.

32. RIGHT OF FIRST REFUSAL. If a parent is personally unavailable to care for the children for a period of 4 hours or longer during his/her parent-time, the other parent shall be given the first option to care for the children during that time. If the non-custodial parent exercises this right, he/she shall provide all transportation and shall return the children when the custodial parent is able to resume care for the children. The custodial parent must provide reasonable notice to the non-custodial parent and the parties shall work together to ensure pick-up and drop-off times are reasonable. The parent exercising first right of refusal shall be solely responsible for all pick-up and drop-off of the children necessary to exercise first right of refusal. The right of first refusal will only be reasonably applied and does not apply to camps, sleepovers, or other activities where the children will spend the night away from a parent.

33. EDUCATION PLAN. The children will remain in their current schools/daycare until the end of the 2026-2027 school year. Thereafter, the children shall attend school in their present school district so long as Josephine resides within that District's boundaries. If Josephine sells

the present home and intends to move from their present school district, the parties shall revisit and agree on the children's schools pursuant to the decision-making and dispute resolution provisions herein.

34. Both parties will have access to the children during school and will have the authority to check the children out of school. Each party shall obtain written consent from the other party before checking a child out of school during the other party's parent-time.

35. DECISION-MAKING. Each party may make decisions regarding day-to-day care and control of the children while the children are residing with that parent.

36. The parties shall discuss and jointly concur on all major decisions, which are decisions concerning the health, education, and welfare of the children. The parties shall communicate prior to making major decisions, utilize and confirm through telephone, e-mail, or text message questions, concerns, and issues related to such decisions, and adhere to a 24-hour acknowledgement that they have received the communication and shall work together on a timeline for a decision. If there is no agreement following the above steps, either party may bring the issue before the Court. The parties may mediate the issue before bringing it to Court, but only if it is reasonable and practical to do so.

37. The parties must agree upon any religious ordinances to be performed in any religion, including baptism, ordinances, etc. If the parties cannot agree, they shall follow the dispute resolution process set forth herein.

38. Each party may attend the religious services of their own choosing with the children during their respective parent-time. Both parties will be invited and encouraged to attend and

participate in all of the children's religious ceremonies, events, or church performances—regardless of who is exercising parent-time.

39. If the children have possession of an electronic device, that device shall travel with the children, and both parties shall have full access to the device, including all passwords used on the device, may impose rules and restrictions regarding the device in their own homes, and may implement parental controls and safeguards on the device to protect the children. Notwithstanding the foregoing, neither party may deter or interfere with the children's ability to contact the other parent through the children's devices so long as such communication is at reasonable times and for reasonable durations.

40. Either party may make emergency decisions regarding the health and safety of the children and shall notify the other party immediately of any medical or other emergency involving the children.

41. MENTAL HEALTH TREATMENT OF CHILDREN OR OTHER MEDICAL DECISIONS. Consistent with the parties having joint legal custody, the parties must also agree on any such proposed mental health treatment (e.g. counseling, therapy, etc.) or other medical decisions, and if not in agreement, they will follow the Dispute Resolution Process as described herein. In emergency situations, each parent has the right to obtain care for the children but shall inform the other of such emergency care rendered as soon as reasonably possible when/after such care is provided.

42. COMMUNICATION WITH AND TREATMENT OF THE OTHER PARTY. The parties shall communicate with each other as they may agree for questions, concerns, information, calendaring, and addressing issues regarding the children. Each party must respond within 24

hours of receiving a phone call, email, or text message from the other party regarding the children.

43. That parties shall continue to communicate via email and text messages. For good cause and in good faith, either party may demand that the parties use Our Family Wizard ("OFW") for non-emergency communications. If one party desires to use OFW, the parties shall promptly commence using OFW and each party shall pay his or her fees associated therewith. The parties may jointly agree to cease using OFW.

44. When dealing with each other on parenting and parent-time issues, the parties shall remain focused on the best interests of the children and shall use their best efforts to foster a positive, working, respectful relationship.

45. Neither party may disparage the other or their respective family members in the presence of the children. Each party shall speak positively and respectfully about the other party, emphasizing his or her parental strengths and love for the children. Each party shall use his or her best efforts to prevent third persons from speaking negatively about the other party or respective extended family members in the presence of the children. If such disparaging remarks are being made, the parent with the children must remove them from the area.

46. Each party shall reasonably facilitate and encourage his or her immediate family members and significant others who may be involved in visitation/parent-time to reasonably facilitate and encourage contact between the children and both parents. The parties shall respect the children's right to have a meaningful bond with the other parent and any other immediate family members or other significant persons involved in the children's life.

47. The parties shall not use the children as messengers or problem-solvers. The parties shall not ask, encourage, or allow the children to monitor, record, or spy on the other party. Each party understands the detrimental effect this has on the children. All communication regarding the children must be between the parties, and neither party may use them to convey information, finances, or schedule visitation/parent-time changes. Likewise, if the parties have a dispute that must be resolved in court, they shall not discuss the court proceeding with the children and must prevent all others from doing the same.

48. **Child Support**. BRADY'S INCOME. Brady is employed and has other business pursuits, and based upon his earning history, he is imputed at a gross monthly income of $16,897.

49. JOSEPHINE'S INCOME. Josephine is presently earning approximately $1,000 a month as a teacher's assistant, however, based on her teaching history and having a current teaching certificate, she is imputed at a current gross monthly income of $5,475.

50. CHILD SUPPORT OBLIGATION. Pursuant to Utah Code Ann. §81-6-101 et seq and the respective incomes of the parties, and using a joint custody worksheet, with Brady having 145 overnights and Josephine having 220 overnights, Brady shall pay monthly child support in the amount of $1,956, which shall continue until automatically modified by statute with each child either turning 18 years old or graduating from high school whichever is later. Based on the nature of Brady's work schedule and business pursuits (including in the music/performing industry), at the end of each calendar month, if Brady has not had the children for at least 10 overnights, then for each day less than 10, he shall pay Josephine an additional child support amount (i.e. a "per diem") at the rate of $185 for each such day. In conjunction with the parties planning parent-time

each month by the 21st of the month, for the following month, the parties will also perform an accounting for the number of overnights Brady exercised parent-time for the preceding month, and if less than 10, Brady will pay Josephine the additional $185 a day for each of the days less than 10 that he exercised, and such amount shall be paid to Josephine by not later than the last day of the month in which that accounting is performed.

51. HEALTH INSURANCE/EXPENSES. Brady shall maintain a policy of health insurance for the children pursuant to Utah Code §81-6-208.

52. If at any point in time the children are covered by the health insurance plan of both parties, the parties shall agree upon which plan shall be the primary and secondary coverage. If a party remarries and the children are not covered by that party's health insurance plan but are covered by a step-parent's plan, the health insurance plan of the stepparent shall be treated as if it is the plan of the remarried party and shall retain the same designation as the primary or secondary plan of the children. In such case, each party shall pay his or her own health insurance premiums.

53. The parties shall equally share all reasonable, necessary, and agreed upon uninsured healthcare expenses incurred for the children and actually paid by the parties, including deductibles and copayments.

54. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance.

55. The parent who provides insurance coverage may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium. The children's portion of the premium is a per capita share of the premium actually paid. The

premium expense for a child 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.

56. Brady shall use his best efforts to maintain a policy substantially similar to that which he has historically provided through employment. In the event of a deviation, the parties shall use best efforts to agree on a new policy. If they cannot agree, they shall follow the dispute resolution process herein.

57. The party proving health insurance shall provide verification of insurance coverage to the other upon initial enrollment of the children, and thereafter on or before January 15 of each calendar year. The party providing health insurance shall also notify the other of any change of insurance carrier, or benefits within thirty (30) calendar days of the date he/she first knew, or should have known, of the change.

58. For healthcare expenses incurred for the children, each party shall, within thirty (30) days, immediately provide the other notice and written verification of the expense (i.e. a statement or a bill) and payment of the expense to the other party. The other party shall then have thirty (30) days to reimburse one-half of the expense, unless otherwise agreed upon by the parties. The parties may attempt to pay their share of the children's healthcare expenses directly to the provider when possible.

59. DAYCARE. Commencing October 1, 2026, the parties shall equally share all reasonable work and education related daycare costs actually incurred by a party until each child reaches 12-years-old.

60. If an actual expense for daycare is incurred, a parent shall begin paying the parent's share on a monthly basis immediately upon presentation of proof of the daycare expense.

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

62. A parent who incurs daycare expense shall provide written verification of the cost and identity of a daycare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

63. The parent incurring a daycare expense shall notify the other parent of any change of daycare provider or the monthly expense of daycare within 30 calendar days after the day on which the change occurred.

64. The court may deny a parent incurring daycare expenses 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 comply with the provisions herein.

65. EXTRACURRICULAR ACTIVITIES. The parties shall share equally the costs of the children's extracurricular activities to which the parties have agreed upon in writing. Should the parties not agree, the parent desiring the activity may pay for it, and the other non-agreeing party will not be expected to provide transportation, nor will the children be obligated to attend the non-agreed activity during the non-agreeing parent's parent-time.

66. CAR INSURANCE. Brady shall pay for the children's car insurance until each child turns 18-years-old or graduates from high school, whichever is later.

67. CELL PHONE AND DEVICES. Brady shall pay the costs associated with the children's cellphones and other devices (such as an iPad/Apple Watch) included on any cellphone/data plan until each child turns 18-years-old or graduates from high school, whichever is later. The parties must agree upon the age at which each child obtains her own cell phone or other electronic device, and in the absence of an agreement must follow the dispute resolution process set forth herein.

68. Brady, as the party paying for such devices, may set agreed-upon parental controls and each party will have full access to and authority of device use and content during his/her own parent-time. The parties will in good faith try to resolve any control issues between themselves and if issues remain, they will follow the Dispute Resolution Process as described herein. This also includes any decision relating to the age at which a child first obtains a smart phone. Related to parental controls on phone, the parties agree to use reasonable co-parenting approaches to social media usage and parental controls, which will be enforced in both homes. In the event of any disagreement between the parties, they will follow the Dispute Resolution Process as described here.

69. SCHOOL LUNCHES. The parties shall equally share the cost of the children's school lunches.

70. SCHOOL FEES. The parties shall equally share the costs of any mandatory school fees (e.g., registration, required class fees, required supplies, etc.). Any elective, optional school fees (e.g. clubs, optional activities, non-required programs) will be split evenly by the parties.

71. TAXES. The parties shall file taxes married filing jointly for the 2026 tax year. The parties shall equally share any tax refund for the 2026 tax year.

72. Josephine shall be solely responsible for all tax obligations associated with the liquidation of any and all retirement/investment accounts during and after the 2026 tax year.

73. The parties shall equally share any other tax obligation for the 2026 tax year.

74. The parties shall freely and promptly cooperate with these provisions and share any documents upon request and/or as needed.

75. Commencing with the 2027 tax year, the parties shall divide the exemptions and credits for their minor children as follows:

a. Josehine shall claim the oldest child each tax year.

b. Brady shall claim the two younger children each tax year.

c. When there are two children eligible for tax exemptions, they will each claim one child, and when one child remains eligible it shall rotate between the parents each year. In the event there is a dispute regarding who claims one or more children for tax purposes, the parties will follow the dispute resolution process set forth herein.

76. MARITAL HOME. During the marriage, the parties acquired real property located at 241 East Cove Road, Saratoga Springs, Utah 84045 (the “marital home” or “home”).

77. AWARD OF HOME. Josephine will be awarded the exclusive right, title, interest, possession and equity in the marital home for a period of two (2) years from the time of the entry of the decree in this case. During that time the home shall remain legally titled in the names of both parties, however, Brady will continue to pay the mortgage in the amount of $2,323 which shall be considered payment as alimony in favor of Josephine. During the two (2) years of her possession of the home, Josephine will work towards being able to qualify to have the mortgage

in her name, and remove Brady from such mortgage. In the event after two (2) years Josephine is unable to do so, then the parties agree the home will be listed for sale and then sold.

78. EQUITY. Josephine shall be entitled to receive 100% of the equity in the home, and Brady shall have no claim to any amount of such equity, regardless of the actual date of sale following the expiration of the two (2) year period from entry of the decree in this matter.

79. MORTGAGE. Following Josephine's assumption of the mortgage on the home, or her otherwise qualifying for the purchase of such home, Brady shall execute a Quit Claim Deed, conveying his interest and title of the home to Josephine, upon and/or to facilitate the removal of his name from the mortgage and he shall promptly cooperate in doing so.

80. SALE OF HOME. As set forth above, if Josephine fails to remove Brady's name from the marital home mortgage within twenty-four (24) months after entry of the Decree of Divorce, the parties shall list the marital home for sale within thirty (30) days and shall actively market the home until it is sold, unless mutually agreed otherwise. The parties shall mutually agree upon all decisions associated with the sale of their home and neither party shall unreasonably withhold consent regarding such decisions. If the parties disagree, they shall retain the services of a realtor (if they have not yet done so) and defer to the realtor's advice regarding the issues. If the parties are not able to mutually agree upon a realtor, Josephine shall provide the names of three realtors to Brady and Brady shall select one realtor within 48 hours of Josephine providing the names. If he fails to do so, Josephine shall select the realtor.

81. Upon sale of the home, as noted above, and after liens (e.g. mortgage), costs and expenses from the sale, and commissions are paid, Josephine shall be awarded 100% of the proceeds from the sale.

82. PERSONAL PROPERTY. Each party will be awarded his or her premarital and separate personal property, together with any debt or liability associated therewith, free from any claim by the other party.

83. Brady will be awarded the following personal property:

a. Tesla, together with the loan and all obligations associated therewith;

b. Toyota Tundra, with all interest and liabilities therein;

c. His personal effects; and

d. All other personal property the parties agree to be received within sixty (60) days after entry of the Decree of Divorce.

84. Josephine will be awarded the following personal property:

a. Chrysler Pacifica Hybrid, together with the loan and all obligations associated therewith, if any;

b. Her personal effects; and

c. All other personal property the parties agree to be received within sixty (60) days after entry of the Decree of Divorce.

85. Any remaining personal property not mentioned herein that was acquired during the marriage will be divided as the parties can agree and Brady shall retrieve his property from the marital home no later than sixty (60) days after entry of the Decree of Divorce. If they cannot agree, they shall put the issue first to mediation and then to court if necessary.

86. Within thirty (30) days of entry of the Decree of Divorce, the parties shall cooperate to remove their names from the title and/or loan of the personal property awarded to the other party.

87. The parties shall, upon request, duplicate any desired family pictures and videos and provide the other a digital copy of the pictures/videos within a reasonable time after written request.

88. All property and all property rights which may be vested in either party as a result of family inheritance, gifts, trusts, or similar sources will be awarded to the party from whose family/parents it came.

89. FINANCIAL, BUSINESS, & OTHER ACCOUNTS. Other than as set forth below, each party will be awarded his or her individual, personal, inherited, business, and gifted financial accounts free and clear from any claim by the other party.

90. JOINT FINANCIAL ACCOUNTS. On a date mutually agreed upon by the parties (but not later than thirty (30) days after entry of the Decree of Divorce) that parties shall close the following accounts:

a. Wells Fargo ending in 8465;

b. Wells Fargo account ending in 0685

91. RETIREMENT/INVESTMENT ACCOUNTS. Josephine shall be awarded a 50% share of Brady's retirement (Vanguard account; presently approximately totaling presently $140,000), and 50% of the 18-month CD account (approximately totaling presently $40,000; to mature in March or 2027). Josephine will complete (at her cost) any necessary QDRO or other requirements to obtain her share of such marital assets, and Brady will reasonably and promptly cooperate with that process.

92. BUSINESS INTERESTS. Effective October 1, 2026, Josephine irrevocably assigns, conveys, transfers, waives, and releases to Brady one hundred percent (100%) of all of

Josephine's right, title, and interest, whether legal or equitable, vested or contingent, known or unknown, in and to the parties' marital business known as Rhinestone Rodeo Band, together with any successor, affiliate, trade name, d/b/a, or related business entity (collectively, the "Business"). Brady shall be the sole and exclusive owner of the Business, free and clear of any claim, interest, lien, or encumbrance of Josephine.

93. Scope of Transfer. The transfer of the Business to Brady includes, without limitation, all aspects of ownership and all property of every kind and nature associated with the Business, whether tangible or intangible, wherever located, including but not limited to:

a. all ownership interests, membership interests, shares, or equity of any kind;

b. all furniture, fixtures, equipment, tools, inventory, supplies, and leasehold improvements;

c. all cash, bank accounts, merchant accounts, deposits, and financial accounts;

d. all accounts receivable, income, revenues, profits, and future earnings;

e. all contracts, vendor agreements, service agreements, and customer relationships;

f. all licenses, permits, and governmental authorizations, to the extent transferable;

g. all goodwill, trade names, trademarks, service marks, logos, branding, phone numbers, websites, social media accounts, and online listings;

h. all intellectual property and proprietary information of any kind; and

i. all books, records, files, and business data.

94. ASSUMPTION OF LIABILITIES. Brady shall assume and be solely responsible for all debts, liabilities, obligations, and responsibilities of the Business, whether known or unknown, fixed or contingent, accrued or arising in the future. Brady shall indemnify, defend, and hold Josephine harmless from any and all claims, debts, liabilities, expenses, or obligations arising out of or relating to the Business.

95. NO FURTHER INTEREST OR INVOLVEMENT. Josephine shall have no further ownership interest, management authority, control, or involvement in the Business of any kind, and shall not represent to any third party that he has any affiliation with or authority regarding the Business.

96. FURTHER ASSURANCES. Josephine shall execute any and all documents and take any further actions reasonably necessary to effectuate and confirm the transfer of the Business to Brady, including assignments, consents, releases, or acknowledgments requested by Brady or required by third parties.

97. DEBTS & OBLIGATIONS. During the marriage, the parties acquired various marital debts and obligations, including debts associated with the Business. If one party was not aware of a debt or obligation, it shall be the sole responsibility of the party who incurred the debt or obligation.

98. Brady shall assume, pay, and hold Josephine harmless from the following debts:

a. Sychrony Bank credit card (account xxxx);

b. Fortiva credit card (account xxxx);

c. American Express credit card (account 41001);

d. American Express credit card (account 11006);

e. Mountain America Credit Union Loan 74; and

f. Federal Student Loan.

99. Josephine shall assume, pay, and hold Brady harmless from the following debts:

a. American Express credit card (account 21004);

b. American Express credit card (account 81009);

c. Southwest Rapid Rewards credit card (account 6834);

d. Chase Amazon Visa credit card (account 7280); and

e. Federal Student Loans.

100. ALIMONY. As alimony, Brady shall pay the mortgage on the marital home, in the amount of $2,323 per month for two years after entry of the Decree of Divorce, until such time as the marital home sells or Josephine is able to remove Brady from the mortgage loan. Thereafter, if the home is not sold (e.g. Josephine remains in the home but assumes the mortgage, or otherwise qualifies for financing but stays in the home), Brady shall pay Josephine the difference between his child support obligation ($1,956) and the mortgage owed on the house, for a total (and not to exceed) the sum of $2,300 in child support and alimony, which shall continue until child support ends.

101. Alimony shall terminate earlier upon the occurrence of any of the following events: Josephine's death, Brady's death, Josephine's remarriage, or Josephine's cohabitation with another person in a marriage-like relationship as defined by Utah law.

102. MUTUAL RESTRAINING ORDERS. Both parties shall be prohibited from doing or saying anything to the detriment, harm, or injury of the other party. This includes, but is not limited to, (a) insulting the other parent, pointing out the other parent's weaknesses or flaws, or speaking derogatorily about the other parent in the presence of the children or anywhere near the children's presence; (b) speaking to the children about the issues in this case; (c) attempting to influence the children's preferences regarding custody or visitation; (d) or attempting to diminish the love and affection of the children for the other parent or the other parent's family members. The parties are also restrained from intentionally or negligently exposing the children to issues or documents associated with this divorce case.

103. PHYSICAL PRESENCE. Both parties shall be mutually restrained from going into one another's residences unless personally invited by the other party by express, written consent, excluding exchanges for parent-time.

104. RESTORATION OF NAME. Upon entry of the Decree of Divorce, Josephine may return to her former surname of "Bailey" should she so desire, and the Decree of Divorce will act as her name change court order.

105. ATTORNEY FEES. Brady shall reimburse Josephine up to a total amount of $5,000 she has incurred as attorney fees and costs in this case, thereafter, each party to bear his or her own attorney fees and costs.

106. COMPLETE OWNERSHIP OF PROPERTY AWARDED. All property and money received or retained by either party pursuant to this agreement and their Decree of Divorce will be deemed the separate property of such party, free and clear of any right, interest or claim of the other party, including the right to inherit or be named as a beneficiary, and each party should

have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

107. COOPERATION. Each party shall execute and deliver to the other party all such documents as may be reasonably necessary or required to implement the provisions of this agreement and or the Decree of Divorce entered by the Court.

108. FUTURE MODIFICATIONS. In order to modify any decree of divorce, there must be a material and substantial change in circumstances, consistent with established law, and each party will be responsible for his/her own attorney fees in the event a modification is sought subject to final apportionment at trial.

109. WAIVER. No waiver of any of the provisions of this agreement or any waiver of breach or default should be deemed or should constitute a waiver of any other provision hereof or be deemed a waiver of any subsequent breach or default, nor shall such waiver constitute a continuing waiver.

110. MODIFICATION OF AGREEMENT. No modification or waiver of any of the terms of this agreement shall be valid, unless in writing and signed by both parties.

111. CHOICE OF LAW. This agreement and all rights and obligations of the parties hereunder should be construed according to the laws of the State of Utah.

112. SEVERABILITY. If any terms, paragraph, or provision of this agreement is held invalid or unenforceable for any reason, the remainder of this agreement should continue in full force and effect.

SO ORDERED.

SIGNED BY THE COURT
As indicated by the electronically added seal and date atop page 1

HONORABLE JUDGE THOMAS LOW
Fourth District Court

Notice Pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure

TO THE PARTIES: Notice is hereby given that pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure, that this proposed Order shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

Dated: September 30, 2026 /s/ *Chelsea Hoffman*

APPROVED TO FORM:

/s/ Wesley D. Hutchins
Signed by Chelsea Hoffman with permission of
Wesley D. Hutchins
Attorneys for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing instrument was served as indicated below, on this 7th day of October 2026, to the following:

Wesley D. Hutchins
Hanks & Peterson Law, PLLC
The Judge Building
8 East Broadway, Suite 740
Salt Lake City, Utah 84111
wes@hplawslc.com

( ) U.S. Mail, Postage Prepaid
( ) Hand Delivered
( ) Facsimile Transmission
(X) Email/EFILE
( ) Overnight Mail

/s/ *Erin Rosado*